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The Solicitors' Journal.

LONDON, MARCH 10, 1866.

THE *Money Market Review*, of this day week, contains a flaming article upon "The City Corporation and the Brokers," which may perhaps be excused upon the well-known principle of "No case, abuse the plaintiff's attorney," but is, on every other ground, a model of bad logic, and worse law. The facts alluded to do not appear very plainly in the article in question, and as we are entirely ignorant of them, save as therein appears, it is possible that there may be some misapprehension as to their real bearing; but, as we strictly adopt the representations of the *Money Market Review* in this particular, we presume that such misapprehension, if any, will not be in favour of the City.

As we read the case then, it seems to be shortly as follows:—The City Corporation claim certain rights over "sworn brokers," and they claim a right to prevent all persons, not being sworn brokers, from acting as brokers within the city limits; and this claim is strongly contested on the part of several of these brokers, including, as we understand, the Committee of the Stock Exchange. Under these circumstances the city have determined to take proceedings for the purpose of getting a judicial solution of the question whether their claims are well founded, and of enforcing these claims should they turn out so to be. It seems that Mr. Nelson, the city-solicitor, with the laudable object of saving litigation, made some proposition in "letters addressed to two or three of the leading firms of the Stock Exchange, that one or two actions should be brought, in which admissions should be made on the pleadings sufficient to raise the questions of law to be submitted to the judges for their decision." If that proposition had been accepted and all the stock-brokers had severally bound themselves to act upon the result of the special case so to be settled, there would, in all probability, have been an end of the matter; but, as the *Money Market Review* somewhat naively tells us, "the terms of his letter, as to the admissions to be made, were so loose and vague, and so extravagantly comprehensive, as to be utterly inadmissible;" in other words, the overture was rejected.

In this state of things Mr. Nelson has, we suppose from the article in question, issued separate writs against all or a large number of the stock brokers who are resisting the city's claims. *Hinc illa lacryma!* We are at a loss to know what else he could have done. The attempt to bind all parties to a special case failed, because the brokers did not choose to accept the terms offered—whether these terms were reasonable or not is perfectly beside the question—and therefore the City had but two courses open to them: either to abandon their claims, or to proceed by ordinary process of law against those who were resisting them. They have chosen the latter, and the result of one of the actions brought, which we learn from the *Money Market Review*, seems to indicate that their choice was a wise one. The case in question is instructive, as it in some measure reveals the cause of the rancour of the Review. It appears that information was given to the City by a private enemy that a particular

broker had effected fifty contracts without having been sworn. What followed? Hear the *Money Market Review*—

On those fifty contracts an action was forthwith instituted against the broker for penalties amounting to no less than £5,000. In that action the broker was advised, as the lesser of two evils, to throw himself upon the mercy of the Court of Aldermen, and suffer judgment to go by default for the £5,000. Under the terror of these proceedings and these penal inflictions the panic-stricken brokers are rushing in to be sworn, and, therefore, to become forsworn brokers, with an alacrity which must be highly profitable and replenishing to the Treasury of the Corporation, though it may be somewhat discreditable to the fraternity of brokers on the Stock Exchange.

Whether the stock-brokers deserve the somewhat hard words here thrown at them or not, it cannot be denied that, so far, the city solicitor has deserved well of his employers, and has merely performed his duty with "zeal, knowledge, and discretion."

But the gravamen of the charge against him seems to be that instead of bringing one or two actions merely as test actions, he has instituted separate actions against (what we presume is) a very large number of defendants, many of whom appear to have thereupon at once "knocked under," to the great wrath of our financial contemporary. Again we quote,—

We now learn, and we learn it with absolute amazement, that, notwithstanding the apparent frankness and candour of the City Solicitor's proposition for obtaining the judgment of the courts of law as to the validity of the Corporation claims, he has not yet settled the terms of the admissions to be made in the selected actions; that he positively refuses to be bound by, or to regard the usual practice under such circumstances, and to abstain, pending the decision in the selected cases, from issuing process and proceedings against others; and that, whilst thus baffling every endeavour on the part of the defendants in the selected cases to obtain a settlement of the law, he is prosecuting other cases with tenfold vigour, and levying large sums upon brokers in the shape of penalties under this law, as if the law had already been judicially determined, or had, in fact, never been doubted.

Now any one with the slightest knowledge of law would have known not only that there is not, but that in the nature of things there cannot be, any such "usual practice" as there mentioned, and that the remedy for this excessive litigation, if it was excessive, lay entirely in the hands of the defendants. The brokers having refused to concur in a special case, it "needs no ghost to tell us" that no one of them would have been bound by the result of an action to which he was not a party, and that the only possible way in which the City could bind them all was to bring actions against them all. After the proceedings were instituted, indeed, if the cause of action was really so identical as stated, it would be competent for the defendants to move to have the actions consolidated, and, had that course been taken, all proceedings would, on the one hand, have been stayed in any but the selected actions, and, on the other, judgment would be entered up in all the actions in conformity with the result of those tried. Those of our readers who recollect the proceedings in Mr. Foxwell's 150 injunction bills will recognise the course we refer to, which is not uncommon in actions against underwriters. But the City have no power to consolidate their own actions, that must be done, if at all, at the instance of the defendants; and if they prefer to pay costs and "rush to be sworn," rather than make common cause and fight it out, we do not see that they have any one but themselves to blame.

After this to talk of "Count Von Bismarck," and "riding rough-shod," savours of a class of declamation which we will not characterise, and of which our "wealthy," if not "learned," "friend" ought to be ashamed.

THE LORD CHANCELLOR'S BILL for the amendment of the law of evidence has been thrown out by the Lords,

Not having met with more favour than that introduced by Sir F. Kelly into the House of Commons last year. Notwithstanding a certain degree of agitation which has taken place on the subject of the admissibility of parties in a certain position to give evidence in courts of justice, it is tolerably clear that no very large majority of the public (if any) is in favour of the proposed change. Last year the Commons, in a house of one hundred and thirteen, rejected the principal clause of the bill by a majority of fifty-nine, and it was subsequently withdrawn. The difficulty felt by legislators in dealing with this subject is founded on a knowledge of human nature combined with a certain chivalrous feeling which may be understood if we refer to the occasion on which the question arose whether a man should be asked in a court of justice if he had committed adultery, and on which occasion Lord Denman declared that he "never would consent to place a man in a position in which he must either commit perjury or betray the partner of his guilt." There can be very little doubt that any man placed in such a position would be placed in a position of great difficulty; and it requires but little discernment to conjecture what the majority of men would answer under the circumstances. This objection only applies to the inadmissibility of parties to give evidence in suits instituted in consequence of adultery, but if we are to adopt Sir George Bowyer's view, similar reasons will hold good in breach of promise cases. "There are sometimes," says Sir George, "young ladies of an imaginative and designing turn, who, anxious to make a good match, might take advantage of the interview not being in the presence of a witness, to swear that there was a promise of marriage when there was not, and if the young lady be pretty, she will have a good chance of obtaining the verdict of a jury. *If a young man is with a young lady without witnesses, what is he to do?*" Many answers might be given to such a straightforward question, but Mr. Gathorne Hardy proposed to meet the difficulty by requiring every promise of marriage to be in writing. This was negatived, as before-mentioned, and now again the other branch of the Legislature has arrived at a similar conclusion. On a perusal of the Lord Chancellor's speech on Monday night, one cannot help being struck with the manner in which he argues his case, not as if he felt what he said, but as if, being the mouthpiece of another, he were putting forward arguments in which he had no faith. Lord Chelmsford, on the contrary, appears to have been as earnest as the preceding speaker was lukewarm, and to have adduced facts within his own experience to bear out what he said. Seeing how opinions are divided on the subject of admitting parties to divorce and breach of promise cases to give evidence, we must conclude that the public are not yet prepared for such a change in the law. Cases frequently occur in which the admission of the evidence of the parties would have effected a saving of expense, and in some cases, perhaps, would have avoided a failure of justice; but it is so easy to be "wise after the event," that we greatly mistrust the soundness of opinions founded on such cases, and we think that the advocates of the change, on whom is the *onus probandi*, have not yet made out their case.

THE CASE OF *The Attorney-General v. Richmond* had been appointed to be heard before Vice-Chancellor Wood on April 17th. Yesterday Mr. James, Q.C., applied to have an earlier day named, on the ground that the defendants were members of a Highway Board of Health, at Tottenham, having some of the powers of a board of health, but no parliamentary constitution; and, consequently were not legally represented by their clerk. They would go out of office on Easter Tuesday, and might not be re-elected, in which case the defendants would be changed, and the whole proceedings must be commenced *de novo*.

His Honour said he could not fix a day during the present sittings, as the Court would be fully occupied.

Mr. Rolt thereupon suggested that as the case was

strictly a motion, and it was of importance that the matter should at once be disposed of, notice of motion should be given for Thursday next, and he would bring it on.

His Honour acceded to the proposed course being followed.

In the course of the day Mr. Rolt also stated that arrangements were frequently made in the courts below with reference to treating motions as motions for decree, but in the appellate court different views were sometimes taken, and it was considered necessary that strict notice should be given, in order that the proceedings might appear regular in the records of the court.

THE *Standard* says that, "As was anticipated by the Court of Aldermen, it is very problematical whether the learned Recorder, on his return from Jamaica, will resume his functions as Recorder of London. Already there are several 'Richmonds in the Field' for the vacancy when it occurs." We do not know on what our contemporary grounds this statement, nor do we believe that the Corporation would listen to any applications for an office not yet vacant (we know such applications to be as contrary to their rule as they are to common courtesy), and even if they would do so, we doubt much if anyone could reasonably expect to oust the just claim of the Common Serjeant to promotion in the ordinary way.

A DEPUTATION from the National Association for the Promotion of Social Science assembled, by appointment, at the official residence of Earl Russell, in Downing-street, to urge upon his Lordship the expediency of taking immediate steps for the preparation of a digest of case law of England. His Lordship, unfortunately, was so much indisposed as to be unable to meet the members of the deputation, who had assembled in considerable numbers. A special message had been sent to Sir James Wilde, judge of the Probate Court, who was expected to attend, to apprise him of his Lordship's indisposition. Mr. G. W. Hastings, the hon. secretary of the association, informed the deputation that he had received letters from Lord Stanley, Vice-Chancellor Wood, Mr. J. Stuart Mill, and others, expressing their regret at their unavoidable absence, and their entire concurrence with the object of the deputation. It was determined, on the suggestion of Mr. Ewart, that the subject should be brought before the House of Commons.

THE ELECTION FOR RICHMOND terminated on Tuesday in the return of Mr. Wyvill. The numbers were—

Wyvill	213
Roberts	13

Majority for Wyvill —200

Mr. Roberts is a member of the Midland Circuit and Recorder of Grantham, Lincolnshire.

THE CORONER FOR SURREY held an inquest, on Saturday last, 3rd inst., at the Rose and Crown, North Dulwich, on the body of Mr. John Read, solicitor. From the evidence of Mrs. Read it appeared that on Wednesday morning previous Mr. Read had not come down to breakfast, and that when she sent it up to his room the servant could not get any answer. She then went up herself, but, not finding him in the bedroom, caused a search to be made, and the deceased was subsequently found in the water-closet, lying dead in a pool of blood, with a razor in his hand, and his throat cut in a frightful manner. The jury found a verdict of temporary insanity.

RAILWAY LEGISLATION.

I.

In the idea of a railway company, as such institutions now exist in this country, is contained an instance of a most gigantic system of monopoly, which not only has overcome and put out of the field of competition all the regular means of locomotion previously existing, but, having done so, and being in possession of the ground,

treats its patrons and supporters in the most arbitrary manner possible. It is now upwards of thirty years since the first railway was opened in England, and ever since that period the "iron road" has been gaining ground, until the whole island is covered with a network of railroads, and there are comparatively but few persons who do not constantly use them, either as passengers or for the conveyance of merchandise. Such, then, being the nature of a railway company, and such the universality of the interest individuals have in railways, we propose to examine into the desirability of further legislation on the subject, and with that view we will proceed to show what Parliament has already done, and how the Statute Book at present affects railways.

The Lands Clauses Consolidation Act, 1845, and the Railways Clauses Consolidation Act, 1845 (8 Vict. c. 18, 20), are the principal, and, with a few important exceptions, the only Acts which govern the construction of railways, and a very cursory glance at these will suffice to show the arbitrary nature of the powers granted to railway companies by Parliament from the very outset of their career. No sooner is an Act passed authorising the construction of a railway, than the compulsory provisions of these two important Acts come into operation, and to them all private interests must succumb. It cannot be denied that landowners and others, whose private rights are to be invaded by a proposed railway, are not in some measure protected, because the most elaborate modes of estimating the compensation to be awarded them in respect of that which they are being deprived of are provided; but, seeing that the principle upon which a railway Act is passed is that private interests must give way where the good of the public is concerned, it behoves the Legislature to see that what they are doing is for the benefit of the public, and not only so, but that the public derive the benefit to obtain which private rights are being invaded. Whether the public do or do not derive all the benefit from railways to which they are entitled, will form the subject of a succeeding article. So far, then, as regards the mere acquisition of land and the construction of railways, every step by which any individual landowner might be deprived of his rights is jealously guarded, and the mode of compensation well defined. All existing vested interests are so hedged round, that no gas or water pipes can be in any way disturbed until others are supplied in their place. All drains, watercourses, and roads are to be replaced and made good—and, in fact, everything existing attached to the land taken, though it be of the very smallest importance, must be replaced, either in specie or by a money compensation. Works for the accommodation of adjoining lands, such as bridges, gates, drains, and fences, must be made and maintained by the company. With regard, then, to the powers given for the construction of a railway, it appears that the company, once having passed their Act through Parliament, carry on very much as they please, and are only limited by the amount of money they can command. We are not now about to discuss the several modes, legal and illegal, by which railway companies have been in the habit of raising money, and, in many cases, far beyond the amount permitted them by their Act. That subject has been already* discussed in a separate article, we shall therefore proceed to point out the provisions of the only remaining Act of Parliament which refers to railways after their construction.

The Act of the 7 & 8 Vict. c. 85, was passed through Parliament after a period of controversy on the subject of railways, and after the issue of the report of a Parliamentary committee. The first and second sections enact that if, at any time after the expiration of twenty-one years from and after the 1st day of January next after the passing of any Act of the then present or any future session of Parliament, for the construction of any new line of passenger railway, whether a trunk or branch or a junction line, and whether constructed by a new company or an existing company, it shall be lawful for the Lords

of the Treasury to purchase any such railway, with all its hereditaments, stock, and appurtenances, in the name and on behalf of her Majesty, upon giving to the said company three calendar months' notice in writing of their intention, and upon payment of a sum equal to twenty-five years' purchase of the annual divisible profits, estimated on the average of the three then next preceding years. A proviso follows, that if the profits have been less than ten per cent., the company may require the amount of the purchase-money to be left to arbitration. If the profits have been ten per cent. or more, the Treasury may revise such a railway's scale of tolls and charges, upon giving a guarantee for twenty-one years to make the profits up to ten per cent., in case of a deficiency in that amount under the revised scale.

With a view to prevent the question whether the policy of revision or purchase of railways should be entertained by the Government being pre-judged by the provisions of the Act, it is provided that no notice of revision or purchase shall be given until Parliament has passed an Act providing for the guarantee or for the purchase-money, as the case may be. It will be perceived that the twenty-one years mentioned in the Act expired on the 1st day of January, 1866, and the Act accordingly provides that for three years previous to that time the directors of all railways liable to the provisions of the Act shall keep accounts, showing the total of their receipts and expenditure, and transmit them to the Lords of the Treasury, who are to be at liberty to inspect the books of the company. Such are the chief features of this most important Act, as applicable to railways at the present time; the remainder of it is taken up with regulations for providing for what are now known as Parliamentary trains, for the use of railways for public purposes, as the conveyance of troops, police, &c., and for the establishment of electric telegraphs.

The Act having now come into operation so far as it ever can do so without the intervention of Parliament, it remains for the voice of the country to determine whether they will permit the present state of affairs to continue, or whether they will take any steps towards carrying out the powers of the Act already cited, either by purchasing some or all the railways in the United Kingdom, which have been conducted during the last twenty-one years, or otherwise by the pressure they are thus enabled to put upon railways, to compel such an alteration of their charges and management as shall meet the reasonable wishes of the travelling and commercial public.

A Royal Commission was appointed last session to inquire into the subject, but at present the country has heard nothing of the result of their inquiries, and it appears rather doubtful whether we shall ever be favoured with their report. *Nil temere* seems to have been the motto of Parliament in 1844, and up to the end of 1865 no course of action has been decided on, and we are in the same position with regard to our railways in which we were at the time the Act of 1844 received the Royal assent.

COMMERCE IN THE HOUSE OF COMMONS.

From the *Pall Mall Gazette*.

Into the merits of the controversy between the Corporation of London and the gas companies, which was so warmly discussed in the House of Commons on Tuesday evening,* we do not mean to enter now. There is, however, a peculiar interest in the proceedings—especially when viewed in connection with the scene which the House has presented on many afternoons lately—from the illustration they afford that reform is even more urgently required in the House itself than in the constituencies which elect it. It is wonderful that the members should be so blind to the evil reputation which they have acquired in regard to what is known as private business. Whenever it is hinted that the House is neither a competent nor an impartial tribunal in such matters,

* 10 Sol. Jour. 388.

* Post, p. 444.

the charge is answered by a chorus of indignant denials, interlarded with a triumphal hymn in praise of the intelligence, industry, and probity of the assembly. That members of Parliament now-a-days sell their votes on private bills for so much money nobody believes; but that their votes are given in a manner not creditable either to the dignity or morality of the body is a fact which is notorious and undeniable. Of course it is not impossible that a chairman or director of a company should give an unbiassed vote on a question affecting his own property; but is it reasonable to expect that all directors, or that many, will do so? Were we surprised when, in the case of the Great Eastern coal line, directors of that company voted on one side, while directors of the Great Northern voted on the other? Nor does the evil stop here. Let any one go down to the lobby of the House of Commons between four and five o'clock, and he will find members and parliamentary agents in close conference. Mr. Roebuck last evening drew a comic picture of Mr. Crawford with the agent for the Corporation tugging at one tail of his coat and the agent for the gas companies pulling the other. The rival lawyers take their stand in the lobby, seize members by the button-hole as they pass in and out, and try to influence their votes by every art and stratagem. As many members are now-a-days mixed up with all sorts of speculations, it is not difficult for a shrewd agent to discover the weak point at which to direct his persuasion. Constituents are appealed to in order to influence their representatives, and crowds of legislators pass into one or the other of the division of lobbies in utter ignorance of the real question at issue. In fact the subjects under discussion are such as can seldom if ever be properly investigated by so large an assembly, and in so brief a space as is allotted to private bills. And what would be said if the judges, when they left Westminster Hall on their way home to dinner, were seen to be earwigged by the attorneys whose cases they would have to decide on the morrow? It is possible, however, that the very shamelessness with which "lobbying" is now carried on, and the packed Houses at the time of private business, may work their own cure by rendering the scandal too conspicuous to be disregarded. A few evenings since there was an urgent "call" on both sides in regard to the Brighton line; but when it was seen what a formidable array the Government whip, who is interested in the matter, had brought together, the opponents of the bill did not venture to go to a division.

This is really a matter of great importance. Already the doubtful character of the House of Commons in this respect is remarked upon abroad. In the *Revue des Deux Mondes* there is an article on England, very favourable and even flattering in its general view of our general affairs, in which the tendency of the House of Commons to allow personal interests to control its conduct in regard to private bills is pointed out as the weak point in its constitution.

EQUITY.

LIABILITY FOR THREATS—WITHDRAWAL.

Sims v. The Estate Company (Limited), V. C. W., 14 W. R. 419.

Perhaps our readers may consider it superfluous for us to hold up as a warning any case arising out of an improper or over-strained use of a legal right; but, when it is considered how prone human nature is to cling to the letter and to forget the spirit of the law, it seems advantageous from time to time to call attention to cases which, if not exactly "sharp practice," are in some sense of a cognate nature.

The powers given by the Lands Clauses Consolidation Act are, as we know, frequently abused by a system of perpetual notices in cases where a projected railway company goes on from year to year in successive attempts to pass its Act through Parliament. Again, we are re-

minded of the lady who owned property in Boswell-court, and lost her tenants by reason of the continual service of parliamentary notices on the part of the Government. For these and similar cases we have suggested a remedy* which it is not improbable may, in course of time, be made the subject of legislative enactment.

The particular point, however, to which we wish to call attention will perhaps best appear by a reference to the principal case, which came on before Vice-Chancellor Wood last term.

The plaintiffs were stockbrokers, and occupied, under a lease for a short term of years, two rooms on the ground-floor of 3, Bartholomew-lane, E.C., as business premises. The defendants were a limited company, carrying on business in Old Broad-street, E.C., and had recently purchased and pulled down the premises known as the Auction Mart in Bartholomew-lane, adjoining No. 3, for the purpose of erecting upon the site a bank and other offices, which are now completed. Being desirous of purchasing the interest of the plaintiffs in No. 3, they entered into negotiations, which came to nothing, from the great difference between the parties as to the amount of price and compensation money.

On the 10th of October, 1865, the defendants served the plaintiffs with a party-structures notice, under section 85 of the Metropolitan Building Act, of their intention to take down and re-build the party wall now separating 3, Bartholomew-lane, from the new buildings on the site of the old Auction Mart, and to perform other work incidental thereto. Some correspondence took place, in the course of which the plaintiffs insisted that the wall proposed to be removed was an external wall and not a party wall, so as to fall within the provisions of section 85 of the Metropolitan Building Act. The defendants, on being applied to, refused to withdraw their notice, but intimated that it was not their intention to proceed upon it, and, on being informed that a bill would be filed unless it were withdrawn, they answered that the notice would lapse of itself at the expiration of three months, so as to render any litigation unnecessary. It appeared that the defendants had recently commenced erecting the wall of the new building on the site of the Auction Mart, in a different position, and independent of the plaintiffs' wall. The plaintiffs, however, not being able to obtain a distinct withdrawal of the notice of October, 1865, had, on the 6th January, filed their bill to restrain any interference by the defendants with the wall in question.

The defendants had held the notice *in terrorem* over the plaintiffs, and refused to withdraw it, though at any period, notwithstanding their stated intention not to proceed upon it, they might, in virtue of the notice, have pulled down the plaintiffs' wall. The plaintiffs filed their bill for an injunction to restrain the defendants from pulling down their wall, and although such a measure might be considered unnecessary after the defendants had declared their intention not to proceed upon the notice, the Vice-Chancellor held that the plaintiffs were justified in proceeding, and condemned the defendants in costs. It was not sufficient for the defendants that they claimed to be in a position to enforce against the plaintiffs an unpleasant clause of the Act, but their persistence in doing so in an unpleasant manner has resulted in a considerable pecuniary loss to themselves. The plaintiffs had a right to assume that the notice would be acted upon, and were obliged in self-defence to take the only means at their disposal to resist the defendants' threats. Had the defendants been really desirous of acting rightly they need not have refused to withdraw their notice, which, having been given under a misapprehension, might have been withdrawn when the mistake was known; and had they taken this course at once, upon discovering that they could not carry out their intentions, the profession would have been deprived of an important illustration of the working of "remedial equity."

LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

FULL COURT OF APPEAL IN CHANCERY.

March 3, 7.

HORSFIELD v. ASHTON.—This was an appeal from Vice-Chancellor Wood, and raised the question whether a certain sum of £14,000 was to be considered, under the circumstances, as having been capital retained and employed in the business of the testator in the cause, which was carried on by his trustees under the provisions of his will. The capital so retained and employed was given specifically; the rest of the estate passed to the residuary legatees.

Rolt, Q.C., and Dickinson, for the appellant.
The Attorney-General, Giffard, Q.C., Osborne, Q.C., Eddis, and Peachey, for the respondents, were not called on.
Appeal dismissed with costs.
Solicitors, J. E. Fox; N. C. & C. Milne.

LORDS JUSTICES.

March 2.

RE ST. CUTHBERT'S LEAD SMELTING COMPANY (LIMITED).

Joint-stock company—Companies Act, 1862, s. 87—Winding-up—Foreclosure suit against the company.

Leave given to mortgagees of a limited company whose shares were fully paid up, to file a foreclosure bill against the company.

This was an appeal, by way of motion, from an order made by the Master of the Rolls on the 27th February, upon a summons adjourned into court. The company in question was in process of winding-up, but all its shares had been fully paid up before the winding up commenced. The application had been made in chambers, under section 87 of the Companies Act, 1862, by mortgagees of the company's mines, for leave to file a bill of foreclosure against the company. The application was not opposed by the official liquidator, but the Master of the Rolls refused it on the ground that the more convenient course would be for the mortgagees to apply in chambers in the winding-up to realise their security, and that unnecessary expense would be incurred by the filing of a bill. The mortgagees had advanced £15,000 to the company to enable them to purchase their mines. They had never got a conveyance of the legal estate, because the vendor alleged that the whole of the purchase-money had not been paid to him by the company. This, however, was disputed by the mortgagees. There were supposed to be other incumbrancers upon the property which were not creditors of the company.

Selwyn, Q.C., and Freeling, for the appellants, the mortgagees.—They are clearly not bound to apply in chambers in the winding up. If they did so, the vendor and the other incumbrancers would not be bound by the proceedings, and it would be impossible to get a receiver appointed. It would be desirable to have a receiver, because the estate is worth more than the mortgage debt, but an immediate advance is necessary to work the mine. The Act could never have been intended to deprive a mortgagee of his only remedy for binding the equity of redemption. Of course, if the company were in a position to pay him off within a reasonable time, it might be very vexatious to file a bill; but here there is no assets besides this property.

J. Pearson for the liquidator.

The Lords Justices gave leave to file the bill. The liquidator's costs to come out of the company's estate. No other costs given.

Solicitors, Young; Maples & Teesdale; Ashley & Tee.

RE THE LIFE ASSOCIATION OF ENGLAND (LIMITED).—The question in this case was, what was the amount of remuneration to which a Mr. Gordon, who had acted as an agent in India, was entitled under the terms of his engagement? He claimed £500, and the chief clerk of the Master of the Rolls had given him £50, and the Master of the Rolls confirmed this. Mr. Gordon now appealed.

Hobhouse, Q.C., and Wickens, for the appellant.

Selwyn, Q.C., and Ellis, for the respondent, the liquidator. Their Lordships dismissed the appeal with costs.

March 6.

COOKES v. COOKES.

Decree by consent—Motion to withdraw—Consent.

A decree was made as to part thereof by consent of the plaintiff. Before the decree was drawn up the plaintiff moved to have his consent withdrawn, and to have the decree drawn up as entirely hostile. The plaintiff alleged that the consent had been given by his counsel in court upon the faith of a representation made by the counsel on the other side, which representation the plaintiff had subsequently discovered to be untrue. It was admitted that the representation in question had been made in perfect good faith on the part of counsel. Vice-Chancellor Stuart having refused the motion, the plaintiff appealed.

Fischer for the appellant.

C. Hall for the principal respondent.

Bacon, Q.C., and Martineau, for other respondents.

KNIGHT BRUCE, L.J., thought that the decree should be drawn up, omitting the consent.

TURNER, L.J., thought that whatever might be done by filing a bill, no order of this kind could, under the circumstances of the case, be made upon motion.

The motion was therefore refused without costs.

DAVISON v. GREENHILL.—This was an appeal from Vice-Chancellor Kindersley on a point of will construction, the question being whether an absolute gift was cut down by subsequent words, only on the happening of given contingencies, or whether those subsequent words altered the gift into a life estate, with remainder over. The Vice-Chancellor had adopted the former construction.

Glasce, Q.C., and Hallett, for the appellant.

Baily, Q.C., and Lewin, for the respondent.

The Lords Justices affirmed the Vice-Chancellor's order.

MASTER OF THE ROLLS.

March 1.

STREET v. WALTER.

Administration suit—Devises of one share requiring all accounts to be taken—Costs of suit.

This was a suit for the administration of the trusts of a will, dated in 1862. The rights of all parties entitled under the will were undisputed, except those of the plaintiffs, who were beneficial owners of one-fifth of the residue, and this bill was filed for the purpose of obtaining a declaration of those rights. The previous accounts, which were rendered in June, 1863, were practically undisturbed. The only question was whether the costs of the suit should be borne by the plaintiffs out of their own share, or whether they should be paid out of the general estate.

Selwyn, Q.C., for the plaintiffs, claimed costs out of the estate, and cited *Holgate v. Hamorth*, 17 Beav. 259.

Hobhouse, Q.C., and Druce, said that as the plaintiffs, constituting only one class of those entitled under the will, were the only persons requiring an account, all other parties being contented; and as they had found no fault with the previous accounts and distribution; they should bear the costs of this suit, and they cited *Mackenzie v. Taylor*, 7 Beav. 467; *Barber v. Barber*, 3 M. & C. 688.

His Lordship said the rule of the Court was plain: the costs properly incurred must be paid out of the estate. The accounts had been rendered in June, 1863, and one of the parties beneficially entitled was not satisfied and made a claim within a month or two afterwards to have the accounts taken, and he had a perfect right to have this account taken, whether his share was four-fifths or one-fifth. The plaintiffs' share must bear only their own proportion of the costs; and the costs of the suit, so far as they were costs in the cause, must be borne by the estate generally.

STORY v. NATIONAL ASSURANCE AND INVESTMENT ASSOCIATION.

Mortgage—Security deposited and lost—Injunction.

On 23rd April, 1869, plaintiff deposited certain dock warrants for wine, valued, as he asserted, at £900, with

the defendant bank, as security for a loan of £300, and, at the same time, gave a promissory note for the amount. The company stopped payment in 1861, and the official manager now sued the plaintiff on the note. Some of the wine warrants had been mislaid, and the plaintiff filed this bill to restrain the defendants from issuing execution on the judgment until they could restore the warrants.

Southgate, Q.C., and *Boyce*, for the plaintiff, cited *Bentinch v. Willmot*, 2 Hare, 1; *Lord Lyttleton v. Elliott*, 15 Sim. 531; *Coote on Mortgages*, 442.

Selwyn, Q.C., and *Brooksbank*, for the defendants.

His Lordship made a decree to stay proceedings at law on payment of the £300 due on the promissory note into court, and for an inquiry as to what wine warrants were in the possession of the defendants, and what had become of the others.

Solicitors for the plaintiff, *Elderton & Co.*

Solicitors for the defendants, *Travers & Co.*

March 2.

Waddington v. Waddington.—This was a suit to obtain the opinion of the Court on the construction of an obscure and inconsistent will, the question being whether the testator had intended to direct an absolute conversion.

His Lordship, referring to *Grierson v. Kirsopp*, 2 Keen, 659, said that he thought that an intention to convert might be gathered from the will, and decreed accordingly.

March 4

Carter v. Carter.—This was a suit for specific performance of a partnership agreement. The bill appeared to be founded on an incorrect view of the real nature of the agreement, and the plaintiff was ordered to pay the costs of the suit up to the hearing, with liberty to apply in case the agreement should afterwards be found to give the plaintiff a valid claim to relief.

Mason v. Marriott.—This was an administration suit by one executor of a will against his co-executor, who was also residuary legatee. A decree was made in accordance with the prayer of the bill.

March 1, 5.

WALMESLEY v. PILKINGTON.

Lease for lives—Covenant for renewal—Importing covenants of original lease.

This was a question of interpretation of a covenant in a lease dated 17th February, 1765. The lease was originally granted for three lives, and for twenty-one years, to commence from the death of the survivor of the three lives; and in the lease was contained a covenant in these words—"If the first lessee, his heirs, executors, administrators, or assigns, shall happen to lose a life, and he or they think it proper to have a new life put in, then, within six calendar months after the death of the first life, and so on, continuing the term and estate hereby demised, the lessor, his heirs and assigns, and them, their heirs and assigns, will put in a new life, after the rate and value of three years' value of the ground-rent, he, the lessee, paying for the new lease." In 1811 a new lease was granted by the trustees of the original lessor, in pursuance of this covenant, for the two old lives and one new life, and for twenty-one years after the death of the survivor of them. The question at issue in the cause was whether the granting of the lease of 1811 was a breach of trust as to the superadded term of twenty-one years, by reason of no right of renewal being given by the covenant in the first lease, but only a right to put in a new life. In 1839 the last of the three lives originally named in the lease of 1765 dropped, and, according to the plaintiff's contention, the lease determined in 1860, being twenty-one years after the death of the survivor of such lives. The plaintiffs were devisees under the will of the reversioner, and contended that the lease of 1811 was bad in equity, though valid in law, as to the renewed term of twenty-one years after the death of the survivor of the three lives named in that lease. In 1842 the minerals under the lands in question, which had been reserved when the new lease was granted, were demised, apart from the lands themselves, by the reversioner of the freehold, and it was asserted by the defendants that this constituted an acquiescence in the extended lease of the lands to the defendants.

Selwyn, Q.C., and *C. Hall*, for the plaintiff.—The scope and object of the new lease was merely to introduce a new life, and not to carry on a right for perpetual renewal. The words, "continuing the term and estate hereby demised," in the old lease, meant during the continuance of this lease, and limited the right of renewal to the term of the old lease, notwithstanding any new lease which might be granted. They cited *Bac. Abr.* (7th ed.), vol. 8, p. 900; *Russell v. Darwin*, 2 Br. C. C. 639; *Tritton v. Fvete*, 2 Br. C. C. 636.

Baggallay, Q.C., and *Little*, for the defendants, argued that the intention of the covenant in the original lease was that any new lease should be framed upon the same principle, and with the same incidents, as the original lease, i.e., that there might be a perpetual renewal of the additional term of twenty-one years; they also argued that there had been a confirmation of the lease of 1811. They cited 4 *Jarm & Byth. Conv.* 394; *Furnivall v. Crewe*, 3 Atk. 82; *Hare v. Burgess*, 4 K. & J. 45.

C. Hall, in reply, cited, on the point of acquiescence, *Duke of Leeds v. Lord Amherst*, 2 Phil. 117.

March 5.—His Lordship dissented from both arguments, and held that the words of the covenant gave power to the trustees to insert one life and no more, and that in the event of such insertion the lease was to be renewed with all the provisions and incidents of the original lease; therefore the term of twenty-one years added to the second lease was lawfully granted, and, even had it been otherwise, the lease of the minerals in 1842 might perhaps have operated as a confirmation, though it was not necessary for him to decide this, as he considered the lease valid on other grounds. The bill must be dismissed, and the costs must follow the event.

Solicitors, *Chester & Urquhart*; *Gregory & Rowcliffes*.

Feb. 15; March 5.

Cross v. Willes.—*Will—Intestacy—Intention of testator*.—A testator devised his real and personal estate to trustees in trust for sale, but directed that no sale should be had without consent of his wife, to whom he devised the proceeds of the sale and the rents and profits of his real estate, until it should be sold for her life to her separate use; and he directed that all the moneys to be "produced by or out of his estate, effects, or property, sold before her decease, and his furniture and other effects retained by her for her use, when sold after her decease, should be upon trust for any person or persons to whom she, his said wife, should, by deed or will, direct or appoint the same;" but there was no devise or bequest of the proceeds of the real estate sold after her death. No part of the testator's real estate was sold during his widow's life. The question was, whether the testator died intestate as to the unsold real estate, or whether the widow had power to appoint the proceeds by her will.

Baggallay, Q.C., and *Freeling*, for the plaintiff, the heir-at-law.

Selwyn, Q.C., and *Swanston*, for the defendants, the devisees of the widow.

March 5.—His Lordship said that he had little doubt the testator had intended to direct an absolute conversion, and to give his wife power to devise the proceeds of his real estate, whether sold before or after his death; but whatever his intentions were, he had failed to express them, for he could not hold that the words, "effects retained by her for her use, and sold after her decease," could comprehend real estate. He must hold that there was an intestacy as to the real estate.

Solicitors, *Emmett & Son*.

VICE-CHANCELLOR KINDERSLEY.

Dec. 19, 20; Jan. 13, 17, 20, 22; Feb. 20.

Painter v. Ford.—The object of this bill was to obtain contribution from the defendants, Mr. Ford, Mr. Beattie, and Mr. Labalmondiere, to the losses which had occurred, in respect of the winding-up of the Dohobah Sugar Company, of which the plaintiffs and defendants had been shareholders and members. The bill was filed in 1863, referring in detail to all the transactions connected with the company; and the questions were whether there had been, under the circumstances, under the provisions of the deed of settlement, such a forfeiture of the shares of the defendants as to absolve them from liability; and whether the time which had elapsed was sufficient to render the plaintiffs' claim a stale demand, 14 years having elapsed between the winding-up of the affairs in 1849 and the institution of this suit. The company, which was an ordinary partnership by deed, was carried on for some years; but by reason of the alteration of the law by the admission of slave-grown sugar, the trade was considerably affected; and ultimately the affairs of

the company were, by agreement, wound up, a sum of £88,000, borrowed from a gentleman named Hankey, having proved insufficient to enable the company to continue its operations. One of the clauses of the deed under which the company was carried on, provided that the capital should consist of £120,000 (subsequently increased to £180,000), which was to be paid by calls; and also, that if any calls which had been made were not paid within 21 days after they became due, the shareholder not paying the same should cease to be a shareholder, and his shares should be forfeited, unless within 30 days after the expiration of such 21 days the directors should, by resolution, decide contrary.

Mr. Ford held 50 whole shares and 50 quarter shares, and had paid some calls, but not the last made upon him. Mr. Beattie held the same number of the same shares, and had never paid any calls, though pressed to do so; but it appeared that he held them as mortgagee, and that the actual owner was Mr. Robinson, the company's manager in India, who, when pressed for payment, took the benefit of the Insolvent Debtors' Act. Mr. Beattie, however, attended a meeting in 1849, with respect to these very shares. Mr. Labalmondier held 25 whole shares and 75 quarter shares, but it appeared that nothing had been paid or done by him in respect of them.

The company ceased to carry on business in 1849, and two actions were brought against Mr. Ford, one by the company and the other by Mr. Hankey, and he pleaded to them, but after negotiations for a compromise, which became abortive, the actions were not proceeded with, and 14 years elapsed without any claim, by reason, as the plaintiff alleged, that the parties were unable to pay, which, as they contended, took the case out of the ordinary rule as to *laches*. The defendants had now acquired means, and the plaintiffs contended that, inasmuch as they had abstained from suing hitherto on the ground of the defendants' poverty, they were now entitled to recover against them and compel them to contribute. Several defences were relied upon, one being that the shares had been forfeited under the deed, to which it was answered that forfeiture only applied to future liability; another that there had been such *laches* and delay on the part of the plaintiffs as to disentitle them to relief; also the Statute of Limitations.

Cole, Q.C., and *Langworthy*, appeared for the plaintiffs.
Bailey, Q.C., *Jessell, Q.C.*, *Wickens, T. C. Simpson*, and *Druce*, for the several defendants.

KINDERSLEY, V.C., referred most minutely to every circumstance connected with the matters in question, and was of opinion that, assuming that the deed created the calls specially debts, as Mr. Ford there had been a forfeiture, and so much delay had taken place in taking any proceedings in this court against him that the plaintiffs were disentitled to relief, and as to him the bill must be dismissed with costs. As to Mr. Beattie, although he had paid no calls, the attendance at the meeting in 1849 precluded him from insisting that he had ceased to be a shareholder; on the question of delay, however, the same reasons applied as in the case of Mr. Ford, and the bill as to him (Beattie) also must be dismissed with costs. As to Mr. Labalmondier, he had really done nothing, and therefore the same result must follow, he being entitled to the benefit of both the same defences as in the cases of Messrs. Ford and Beattie. As against all three, therefore, the bill must be dismissed with costs, without prejudice, however, to any proceedings which might be taken against them at law. No doubt if a debtor, being pressed for payment of his debts, gets his creditors, from time to time, to abstain from suing him, by representations that he was unable to pay; and the creditors abstain; under those circumstances, the debtor never could insist on *laches* as a reason why the creditors should not bring him to account. But no such case was made here. His Honour abstained from going into the question of the Statute of Limitations, because it would arise in any proceedings which might be taken at law.

Solicitors for the plaintiff, *Roy & Cartwright*.

Solicitors for the defendants, *Harrison, Barnes, & Ellis*; *Upton, Johnson, & Upton*.

March 1.

MACHLACHLAN v. LORD.

This was a motion for leave to file an affidavit to verify extracts from the register of the Scotch court. The plaintiff in the suit claimed as next of kin of Peter Cochrane the younger, son of Dr. Peter Cochrane, whose estate has been for so many years the subject of litigation in the suit of *Lord v. Colvin*; and the defendant, who now moved, insisted that the extracts in question would annihilate the plaintiff's case. The Scotch court would not allow production of the original.

Bailey, Q.C., and *W. Pearson*, appeared in support of the motion.

Glasse, Q.C., and *W. Morris*, for the plaintiff.

E. F. Smith, Q.C., and *L. Mackeson*, for other parties.

KINDERSLEY, V.C., was of opinion that the motion ought to be granted, it would be a denial of justice other-

wise. It was a case for secondary evidence. There must be twenty-one days allowed to file affidavits. Costs to be costs in the cause.

Solicitors, *Kinsey & Chantler*.

KERISOFF v. BELL.—*Glasse, Q.C.*, and *F. Riddell*, moved for an injunction to restrain the defendant from pulling down a party-wall of a coach-house at a house on old Battle-hill, Hexham, eighty years old.

Bagshawe, for the defendant, did not ask for time to file affidavits, but submitted to an injunction till the hearing.

KINDERSLEY, V.C., made the following order:—The defendant not desiring to answer affidavits, grant the injunction till the hearing, on the plaintiff giving the usual undertaking as to damages.

LOW v. ROUTLEDGE.—*Schomberg* moved for leave to enroll his Honour's decree,* notwithstanding the time for enrolment had expired, on the ground that the appeal to the Lords Justices had caused the delay, as they had reserved judgment. It was now wished to go to the House of Lords.

KINDERSLEY, V.C., made the order.

HUNT v. HAYNES.—*Suanston* moved to dismiss the bill for want of prosecution, the answer having been filed in July, 1865, and nothing done since.

Everitt, for the defendant, said that an action was pending which would decide the question, and would be tried shortly.

Suanston in reply.

KINDERSLEY, V.C., ordered replication to be filed in the usual time, with the ordinary undertaking to speed. Costs to be paid by the plaintiff.

SHONE v. THE CITY OF LONDON REAL PROPERTY COMPANY (LIMITED).—*Glasse, Q.C.*, and *Bristowe*, moved for an injunction to restrain the erection of a building in the rear of the plaintiff's house, No. 37, Mincing-lane, eight feet nearer than the old building, and twenty-six feet higher, on the ground that the light which passed through the skylights to certain offices would be materially interfered with. It appeared that these rooms were occupied by colonial brokers, who exhibited specimens of coffee, for which a good light was requisite. The wall had been carried up a little higher than the level of the skylights.

G. N. Colt, for the defendants, asked for time to answer affidavits.

KINDERSLEY, V.C., granted an *interim* order until the day after the sixth seal, on the usual undertaking as to damages.

March 3, 5.

Re BRITISH AND FOREIGN CORK COMPANY (LIMITED).

Glasse, Q.C., and *Fry*, appeared in support of an adjourned summons taken out by Mr. Turquand, the official liquidator, to stay all proceedings in an action brought against him and an auctioneer named Robinson by a contributory, Francis Robert Newton. The indorsement on the writ showed no particulars of demand, and the official liquidator considered that he was not warranted in taking any proceedings, by applying for particulars of demand or otherwise, without the sanction of the Court. The action was not brought against him as an individual, and, therefore, he could not proceed as any private person could, the 95th section of the Companies Act (25 & 26 Vict. c. 89) providing for this very case. Several affidavits had been filed. The official liquidator had sold some property of the company through Robinson.

Suanston for the plaintiff in the action.

Glasse, Q.C., in reply.

March 5.—KINDERSLEY, V.C., said, although he had a strong suspicion what the action was for, there was no proof on the subject. The application must stand over for fourteen days, the official liquidator to appear to the action with the sanction of the Court, and obtain the particulars of demand.

Solicitors, *Galsworthy*.

VICE-CHANCELLOR STUART.

March 2.

In re HILTON'S TRUSTS.

This was a petition under the Leases and Sales of Settled Estates Act by a tenant for life (eldest son of the testator), for leave to purchase the reversion of the settled estate without the process of a public auction. All parties interested gave their consent. The value of

the reversion was stated as £2,500; the petitioner offered £3,115.

J. Napier Higgins for the petitioner.

The Vice-Chancellor declined to make the order without an inquiry at chambers as to whether the proposed sale would be beneficial or not. Unborn children might take interests, and these must be carefully guarded.

DOWNES v. HERNE BAY, HAMPTON, AND REGULVER OYSTER FISHERY COMPANY.—This was a motion for an injunction to restrain the defendants and their servants, in the execution of their works, from digging up, excavating, or otherwise interfering with, any beach, shingle, or soil, on the plaintiff's land, and from carrying away such beach, shingle, or soil. The defendants were a recently-formed company for the purpose of improving the oyster fisheries in the neighbourhood of Herne Bay, and the plaintiff a fisherman, who had possessed for many years a small fishery contiguous to the plaintiffs' recently-acquired property.

Osborne, Q.C., and Plummer, for the plaintiff.

Malins, Q.C., and Locock Webb, for the defendants.

The Vice-Chancellor thought that a sufficient *prima facie* case of the soundness of the plaintiff's title had been made, and as the Act of Incorporation of the company gave the company only a right to take such lands as they might, by agreement with the plaintiff, become entitled to, he should grant the injunction sought.

Solicitors, Marriott & Jordan; Nethersole & Speechley.

VICE-CHANCELLOR WOOD.

March 2, 3.

HOLLAMBY v. OLDRIDGE.—This was a suit instituted for the purpose of setting aside a conveyance of real estate, on the ground that it was fraudulent and void, as against creditors. The bill prayed that the deed of conveyance might either be given up to be cancelled, or be declared to stand as security only for the money actually paid or allowed, as the consideration for its execution.

The plaintiff, who was a builder at Greenwich, was the principal creditor and also the assignee in Bankruptcy of a Miss Ogilvie; and the defendant was the master of a vessel employed in the North Sea Fishery. Miss Ogilvie, on becoming entitled, in 1858, to six freehold houses in Greenwich, which was the real estate in question in this suit, employed the plaintiff to put them in repair. In April, 1860, three of the houses were burnt down and the others seriously damaged. The plaintiff was employed to rebuild such of them as were burnt down and to repair such of them as were damaged. He received only small sums on account for his work; and Miss Ogilvie remained indebted to him to a very considerable extent. As security for this debt the plaintiff alleged that he held Miss Ogilvie's deeds until October, 1861, when he let her have them back again.

In June, 1862, Miss Ogilvie either went to reside with the defendant as his servant, or took him into her house as a lodger. In the same month the plaintiff commenced an action at law against Miss Ogilvie for the balance of his account. During the pendency of the action, viz., in December, 1862, she conveyed her six houses to the defendant in fee, for a consideration of £200, which was expressed in the deed of conveyance to have been paid to her on the execution thereof, but was, in fact, the total amount of divers sums of money previously lent to her by the defendant, or advanced by him for the purpose of paying bills due by her. In November, 1863, the plaintiff recovered judgment in his action. In December following, Miss Ogilvie was arrested and imprisoned. In February, 1864, she was adjudicated bankrupt. The plaintiff was appointed assignee under the bankruptcy on 11th March, 1864, and on the 30th March, 1864, this bill was filed. The greater portion of the bill consisted of allegations to the effect that the defendant had acquired great influence over Miss Ogilvie, and that he had made undue use of such influence to induce her to execute the conveyance. The real value of the property conveyed was proved to be about £900.

Hinde Palmer, Q.C., and Boyle, for the plaintiff.

Hardy (Rolt, Q.C., with him), for the defendant.

Wood, V.C., said that the conveyance could at most only stand as a security for the moneys actually advanced, and that there must be an inquiry as to the amount of such moneys. He would, however, hear Mr. Boyle on the charges of undue influence contained in the bill.

Boyle was heard on these charges.

His Honour then said that the bill had a double aspect, and so had nearly defeated itself. The first part of the bill was undoubtedly a charge of undue influence, and the second a charge of an attempt to defraud and delay creditors. The two contentions were not, as was argued for the defendant, inconsistent; but the first of them not having been substantiated, no costs would be given to the plaintiff up to and including the hearing. The deed would be declared void so far as it purported to convey the six houses absolutely in fee. There must be an inquiry as

to the permanent improvements made by the defendant since he had been in possession; he would be allowed what he had expended in such improvements, and would be charged with occupation rents. Liberty would be reserved for either party to apply in chambers respecting a sale of the property. Further consideration and subsequent costs would be reserved.

Solicitors for the plaintiff, J. & W. Butler.

Solicitors for the defendant, Parker, Rooke, & Parkers.

March 3.

HENSLEY v. WELLS.

Evidence in support of pedigree.

Short cause. Further consideration. On the question of heirship an affidavit was brought in, sworn by one of the testator's children, a very old lady, who swore that she had never heard of any other children of testator, except those mentioned by name in the bill. The testator died fifty years ago. Another affidavit had been made that a member of the family had died eight years ago in Australia. No strict evidence was procurable in this country, but all the rest of the family had acted upon the belief of his having died at that time in Australia.

Ramaige appeared for the plaintiffs.

Cecil Russell for the defendants.

WOOD, V.C., thought that the first affidavit was sufficient at this distance of time from the testator's death; but thought that with regard to the second point there should be a further affidavit stating the sources of defendants' information.

Solicitors, Wilkinson & Matthews; Alfred Howard.

HALLOWS v. FERNIE.—Adjourned summons for the purpose of consolidating this and three other suits with a similar object. One of the defendants who had been cross-examined objected to putting in an answer, as it would simply be a repetition of the information which he had already given.

WOOD, V.C., made an order in the following terms, "The plaintiffs in the three other suits undertaking to be bound by the proceedings in *Hallows v. Fernie*, and the plaintiffs also submitting to put in such answers as they may be advised (including affidavits of documents), to interrogatories which have been exhibited, stay all further proceedings in all three suits, except such answers and so much of the evidence in the three suits as the parties shall give notice to read in *Hallows v. Fernie*."

PICKERING v. CAPE TOWN RAILWAY AND DOCK COMPANY.
—*Practice—Application for further time.*

Adjourned summons.

The plaintiff had filed his interrogatories on the 5th of October last, but the defendants had put in no answer, and on the 22nd of February an affidavit was filed on their behalf in support of an application for further time to answer, in which it was stated that proper information could not be had till the end of March. The Chief Clerk thereupon gave three months for defendants to put in their answer. At the request of the plaintiffs the matter was adjourned into court.

Bedwell, for defendants, urged the great length to which the answer would run from the nature of the matters in dispute, and the length of time which must unavoidably elapse before proper evidence could be got from the Cape of Good Hope. The information required could only be got from the Cape. The application had not been made for the purpose of delay.

Locock Webb, for the plaintiff, resisted the application on the ground that the defendants had already had four months given them, and had done nothing. An arbitration was now going on between the parties, which had been pushed forward by the defendants. They must for the purposes of the arbitration be already in possession of the same information as was required for the answer.

WOOD, V.C., said that, regard being had to the length and nature of the suit, the time did not seem unreasonable. The defendants must however put in an affidavit within three weeks as to all documents now in their possession, without prejudice to their being obliged to put in a further affidavit.

Solicitors, Rixon & Sons; Meyrick & Co.

IN RE CHILTON UPON MEDLOCK RECHABITE LOAN SOCIETY.—*The Company's Act 1862—Winding-up by order of Court.*—This petition, which has been already reported, was mentioned again.

Culdeoot now stated that an official liquidator had been chosen, but that the list of contributories had not been agreed upon.

WOOD, V.C., ordered that the person chosen as official liquidator be appointed with all the powers of an official liquidator, with liberty to apply in chambers. He must give security.

COURT OF ADMIRALTY.

Feb. 13.

THE "LISBONNAISE."

Bottomry bond on foreign ship—Payment by bondholder to foreign consul of a small sum for the seamen who were destitute.

This was a cause of bottomry, promoted against the French vessel *Lisbonnaise*. The *Lisbonnaise*, which was lying at Newcastle-on-Tyne, had been sold by the Court, and the proceeds of sale had been paid into court.

R. J. Williams now moved the Court to pronounce for the validity of the bond, and to order the amount due thereon to be paid to the bondholder out of the proceeds in the registry, and to include in such amount a sum of £16 which the bondholder had paid to the French consul at Newcastle, on account of the wages of the crew who were destitute.

DR. LUSHINGTON.—This being the case of a foreign ship, and the sum of £16 having been paid to the foreign consul, on account of the destitute crew, I will make the order as prayed.

COURT OF BANKRUPTCY.

March 3.

(Before Mr. Commissioner WINSLOW.)

IN RE J. C. PAINE.—The bankrupt was a solicitor practising at Reading, and this was an adjourned sitting for examination and discharge.

R. Griffiths, for the assignees.

The case had stood over so that the bankrupt might comply with an order directing him to file certain special accounts. There was no further opposition and the Court directed the order of discharge.

March 7.

(Before Mr. Commissioner HOLROYD.)

IN RE LAMB.—Mr. Samuel Blackburn Francis Lamb, was a solicitor, having offices at 10, Gray's-inn-square, and this was an original sitting for proof of debts, and for choice of assignees. The adjudication in this case was obtained on the petition of Mr. J. G. Taylor, law stationer, of 13, Brownlow-street, Holborn, a creditor for £112 for work done.

Reed and Bromley appeared for creditors.

Churchill (solicitor) for the bankrupt.

A long contest ensued for the assigneeship, and ultimately the appointment devolved upon Mr. Lamb, a brother of the bankrupt, but objection being raised to the confirmation, his Honour intimated that the brother of a bankrupt was not a fit person for the office, and directed a fresh choice.

The sitting was then adjourned.

The adjudication having been made upon a creditor's petition no statement of accounts has yet been rendered.

COURTS.

HOUSE OF LORDS.

March 6.—*Cashel's Divorce*.—This was a bill to obtain a separation a *vinculo matrimonii* between parties residing in Ireland, where no law of divorce exists. The petitioner is Rowan Francis Cashel, M.D., of Toomavara, in the County Tipperary, who on 13th May, 1851, intermarried with Emily Harriet Kingsley, according to the rites and ceremonies of the United Church of England and Ireland, at the parish church of Ballyloughoe, in the County Westmeath, and they cohabited together until about 20th March, 1858, there being no issue of the marriage. On that day the petitioner discovered that his wife had been carrying on an adulterous connection with Jonathan Harding, of Bessborough, in the County Tipperary, to which she afterwards confessed; and having duly obtained a verdict in March, 1859, in an action for criminal conversation, with £1,107 6s. 11d. for damages and costs, which were paid, and having obtained a divorce a *mens et thoro* in the Ecclesiastical Court of Dublin, in 1861, instituted the present bill for dissolution of his marriage, and to enable him to marry again; the bill contained clauses barring the wife from dower, and enacting that she should not be at liberty to marry again.

Dr. Twiss, and Mr. Hodgson, for the petitioner.

The necessary formal evidence having been given, the bill was read a second time.

ROLLS COURT.

Feb. 27.—*Perry v. Chalmers*.—This case came on on a petition to restrain the payment of a check of the Ac-

countant-General for a solicitor's taxed costs to the solicitor (a Mr. Chaffers) himself, on the ground that Mr. Chaffers had assigned his costs to the petitioner, to whom payment was now asked to be made. This petition was met by a motion on behalf of an advertising agent to withhold delivery of the check in question to the petitioner until such agent had been paid £11, for which Mr. Chaffers had given his check, such check having been dishonoured, and the £11 forming part of the items for which the Accountant-General was about to give his check. Another claimant also intervened on the ground of having obtained a judge's order on the fund out of which Mr. Chaffers's costs were to be paid.

The COURT ordered that the check should not be delivered over to the petitioner without due notice to the other claimants, with liberty to apply.

Mr. Fooks, Mr. Cracknall, and Mr. George Lovell appeared in the case.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

March 8.—*In re Druce*.—This case has been already mentioned.* This was the sitting for examination and discharge, but the accounts had not been filed. The liabilities are said to be £27,000.

Mr. Boswick tendered a proof for £800 on behalf of Sir Charles Fox, but its consideration was adjourned till the next sitting.

MANCHESTER COUNTY COURT.

(Before EDWARD OVENS, Esq., Judge.)

Feb. 26.—*Heath and Others v. Thornbory*.—This was an action on a deed of separation, to recover £15, brought by the executors of the trustee. In that deed the defendant had covenanted to pay to the trustee an annual sum of £20 for the wife so long as she lived, with a proviso that if she survived him and married again it should be paid to her separate use, and that it should be taken in full of all claims for dower or otherwise of the wife against the husband. In June, 1865, the wife obtained from the Divorce Court a decree for a dissolution of the marriage. The defendant contended that he was not liable for the payments after Mrs. Thornbory had ceased to bear to him the relation of wife.

His HONOUR said that the covenant was an absolute one to pay the money, even though Mrs. Thornbory married again, and after the relation of husband and wife had ceased. The divorce had been obtained, not in consequence of any fault of the wife, but owing to the husband's misconduct. The onus of avoiding the express covenant of the deed was upon the defendant, who had not done so to his (the Judge's) satisfaction. He had looked into the authorities, and had succeeded in finding two cases which, although not expressly in point, were sufficiently satisfactory to confirm his mind in the view he had originally taken.

The first was the case of *Evans v. Carrington*, 8 W. R. 113, in which there was a marriage settlement, and afterwards a deed of separation and a divorce at the suit of the husband. An action was brought by the wife's trustees to recover instalments falling due under the deed of separation, subsequent to the date of the divorce. The husband filed a bill in chancery to restrain the action, and to set aside both the marriage settlement and the deed of separation, but Sir W. P. Wood refused either to restrain or to interfere. This decision was reversed on appeal by Lord Chancellor Campbell, not, however, on the ground of the marriage having been dissolved (which was not attempted to be set up in argument), but on the ground, which was fully justified by the evidence, that the deed was obtained by the wife, in concert with other parties, for the purpose of enabling her to live with a paramour, and therefore, that the deed had been obtained for a fraudulent purpose. If a dissolution of marriage was (as had been contended before him), *ipso facto* a complete answer to an action on a deed of separation, the Vice Chancellor would have decided the case differently, and the Lord Chancellor would have put it on a simpler and more ready ground.

The other case was that of *Goslin v. Clark* 12 C. B. N. S. 681, in which there was a deed of separation. The misconduct of the wife was recited in it, and it was for that misconduct that the husband afterwards obtained a decree for the dissolution of the marriage. An action was brought (as in this case) to recover the wife's annuity; it was held that deed of separation was perfectly good in law, and that the dissolution was no answer to the action on the deed of separa-

* 10 Sol. Jour. 364.

tion for the instalments of the annuity. The only distinction between that case and the present, in point of fact, was, that in this case the wife was the mover in obtaining the decree for dissolution; but surely she was not therefore to be in a worse position than if the husband had obtained the decree for his wife's misconduct.

On the whole, after a careful consideration of the facts and an examination of the authorities, he was satisfied that the defence set up in this case could not be maintained. He therefore gave judgment for the plaintiffs for the whole amount claimed, with costs.

GENERAL CORRESPONDENCE.

PRORATE DUTY ON LEASEHOLD MORTGAGE DEBTS.

Sir,—As this is an important and interesting question, I was somewhat surprised to find in your last number no response to your invitation of the previous week to your readers to discuss it. But it may be, as I myself am of opinion, that the arguments upon it are pretty well exhausted by the paper of Mr. Reynolds of Birmingham;* the remarks and communications of your contemporary, the *Jurist*, to which attention is directed by the letter of "The Purchaser's Conveyancer" to you;† and your own article upon the case of *Thomas v. Sewell*;‡ and that, if the question is to be dealt with "upon merits," the pros and cons are so evenly balanced as to give little hope for a satisfactory decision otherwise than judicially. For relatively, I think there is but little, if any, greater hardship in payment of the duty on the mortgage debt than on other debts, on which it unquestionably must be paid, this little consisting, perhaps, in this, that the nature and incidents of a mortgage debt would force the taking out of probate or administration in most cases, although the equitable estate might be next to valueless, and be all the property, or nearly so, of the testator or intestate, which would not be the case were the debt an ordinary one. Nevertheless, they are both debts, and operate with the like effect upon the interests of those beneficially entitled after payment of the debts generally.

This argument, however, does not affect the question of the policy of the stamp laws involved in the requirement of payment of duty upon debts (of any kind), as to which I will presently offer a few remarks.

Regarding the other legal or technical ground upon which Mr. Reynolds has contended with the authorities of Somerset House against payment of the duty (that "estate" in the Stamp Acts must be construed and applied in its most ordinary legal sense in the manner put by him), I also think his paper exhausts most of the arguments that can be advanced. But his statements upon this point have the practical value of making known that those willing to contend with the office upon it have good chances of succeeding in escaping payment of the duty; although this of course goes to prove a state of doubt, and consequent difficulty and risk,§ which calls for remedy, and a practice of a Government department (having a considerable amount of the legal element in its constitution and control), which certainly seems indefensible.

When we come to consider the question of the payment of duty in respect of debts of any kind, upon grounds of policy, justice, and fairness, all seem against it. As to the intention of the Legislature in requiring its payment, one can assign only that of protection to the revenue in regard to the nett estate. And having, for the purposes of this communication, perused and considered the affidavits and procedure now necessary in the original payment of the duty, and the increase and return of same, it seems to me that exemption from payment in the first instance could be effected with very little extra trouble and delay in obtaining probate or administration, and with no greater risk to the revenue than at present exists. But I can only express the opinion, as it would take up too much of your space to enter into the necessary details for the purpose of proving its soundness. I do not quite agree with Mr. Reynolds in the value he puts upon the loss inevitably consequent upon obtaining a return of duty, and the delay often thereby caused in completely winding up an estate. I think these a

serious grievance, and strong grounds for advocating an alteration in the law, such as I have just now suggested.

However, I am not anxious for an individual alteration in the stamp laws, for the reasons expressed in the short series of letters of mine upon the general question of the Stamp Acts and their revision, which you were good enough to insert in your last year's volume.* These letters, you may remember, contained some strictures upon Mr. Gladstone's constant dabbling with the stamp duties, and pointed out the grievous result of his so doing. And I refer to these letters here in revival of the subject and anticipation of the introduction, at no distant period, of this year's Budget, and in the hope that you, and such of your readers as have time and inclination to deal with the matter, will raise your voice in opposition to any further alteration until the Acts are consolidated, as to the near accomplishment of which, one might derive some hope from a paragraph I saw somewhere in print a week or two since, to the effect that the Board of Inland Revenue had the matter under consideration, had not one already too long hoped against hope.

I may add, in conclusion, that many of the doubts and difficulties which I predicted in my letters as likely to arise from the Acts of last session, have already, within my own knowledge and practice, arisen. Most especially with regard to the alteration effected by the Acts under the head of Transfer of Mortgage, the difficulty and inconsistency that I there said would inevitably result from this one alteration, in regard to the duties on the transfers of debenture bonds and mortgage debentures, have been felt and strongly inveigled against. As to the defective drawing and framing of the Acts, also spoken of in my letters, I may quote from the addenda to the 4th edition of Mr. Joshua Williams's work on the law of personal property, to which my attention was directed after writing my letters, than whom, I cannot, I think, obtain better authority and support for my complaints upon this head. Mr. Williams is alluding to the 23 Viet. c. 15, an Act that has not, I think, more defects than those since passed. He says:—"Great complaints have been made of the manner in which this Act and the above-mentioned bankruptcy bill† have been drawn. It would be a pertinent question—How is it that the conveyancing counsel of the Court of Chancery, who are the recognised heads of that department of the bar which makes drawing its profession, are never employed to draw a public bill? Is this great country too poor to employ the best practitioners to set its limping law!"

As the most recent remarks upon this subject (the condition of the Stamp Law), I may refer to the last paragraph of your review of Tilsley's Digest.‡ H. F. H.

SUPPOSING.

Sir,—Supposing that any magistrate in the country were, let us say on a Monday, to send an ignorant man to gaol, without the option of paying a fine, for killing a hare, and that on the Tuesday he were to inflict a trivial fine of a shilling upon another man of superior rank and information for shooting a pheasant, and were further to aggravate such glaring inequality by declaring publicly that he himself "rather liked pheasant shooting," I wonder what would be said of such a perversion of the law, and how long it would be before the attention of the Home Secretary was called to such an exhibition of "justices' justice?"

Supposing, however, that, instead of a hypothetical magistrate giving these imaginary decisions, a criminal judge were on the 1st of the present month to send an illiterate woman to prison for a month, and bind her over in recognizances to keep the peace for twelve months, for writing an abusive libel, and two days afterwards were to let off, with the relatively trivial fine of £50, a well-educated man who had published the most foul and atrocious slander that it is possible to imagine against a wholly innocent person, and who had actually made an affidavit to enable him to fish up evidence in support of statements which he was compelled abjectly to retract; finally, moreover, supposing that in passing such an absurd sentence this same judge had degraded himself and his office by declaring from the bench that "he rather believed in

* 9 Sol. Jour. 699, 755, 777.

† Which passed as the "Bankruptcy Act, 1861." The litigation that has taken place under this Act, especially that part of it relating to trust deeds, has amply justified the complaints alluded to by Mr. Williams.—H.

‡ 10 Sol. Jour. 118.

* 10 Sol. Jour. 123.

† 10 Sol. Jour. 207.

‡ 10 Sol. Jour. 354.

§ The risk already perhaps sufficiently proved by the case of *Thomas v. Sewell*.—H.

spiritualism," I wonder whether Sir George Grey might not interfere with advantage to the administration of justice in the real case as well as in the theoretical one?

March 6.

A COUNTY MAGISTRATE.

[This letter, originally sent to the *Times*, has been sent us for insertion. We agree with the writer that "justices' justice" is too often unjustly abused, but we think that the fact that the prosecutor in this case declared himself satisfied with the apology, which always materially affects sentences in cases of libel, has been overlooked by the writer. We regret that so shrewd and able a lawyer as the Common Serjeant should have expressed himself as "rather a believer in spiritualism," and regret still more to learn that such is the fact.—ED. S. J.]

APPOINTMENTS.

Mr. JUSTICE COUCH, one of the judges of the High Court at Bombay, to be chief justice of the said court.

Sir CHARLES SARGENT, Knt., to be a judge of the High Court at Bombay.

CHARLES COLLETT, Esq., of the Madras Civil Service, to be a judge of the High Court at Madras.

ALEXANDER ROSS, WILLIAM EDWARDS, WILLIAM ROBERTS, and FRANÇOIS BOYLE PEARSON, Esqs., all of the Bengal Civil Service, to be judges of the High Court for the North-Western Provinces.

Mr. JOSEPH RAYNER, town clerk and solicitor to the corporation of Bradford, to be town clerk of Liverpool.

Mr. G. COOK to be registrar of the Court of Probate of the District Registry at Liverpool.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Monday, March 5.

LAW OF EVIDENCE AMENDMENT BILL.

The LORD CHANCELLOR moved the second reading of this bill, the object of which was to amend certain defects which existed in the procedure of the Court of Divorce. A husband might sue for a divorce on the ground of alleged adultery, but, if the wife were innocent, and expressed a wish to be examined, it was surely very hard that she should be excluded from giving evidence on a matter in regard to which she alone was competent to explain certain things alleged as proofs of her adultery. But supposing that she was not an innocent person, she had the power of defending herself in law, by showing that her husband had been guilty of cruelty or desertion, and therefore the law operated injuriously against her by preventing her from proving either her own innocence by her own testimony, or her countercharge against her husband. By a modification of the existing law, introduced at the instance of Sir Cresswell Cresswell, in any suit instituted by a wife for divorce, either she or her husband became a competent witness to the extent only of proving desertion or cruelty. That amendment of the law had been found to operate most unsatisfactorily. The Act only applied to a suit instituted by a wife. That was a most anomalous state of the law which demanded a remedy. He now proposed to insert a provision to the effect that every person in a suit instituted by reason of adultery should be capable of giving evidence, and not compellable. This seemed to him to meet the whole position of the case. It might be urged that if a party declined to answer the question the inference would be irresistible. Well, let it be so; for what was the object of asking the question but to get at the truth? and if the circumstances were such that the inference could not be avoided, the truth would be arrived at without the indelicacy of answering the question. This measure did not apply exclusively to the Divorce Court, but to all cases in which adultery was involved.

Lord CHELMSFORD said that this was an unpretending bill of only one clause; but whilst apparently only a bill of a legal character, it was one which involved questions of moral and social importance which their lordships generally were as competent to decide as were those who were generally designated the law lords. Having carefully considered the subject he was of opinion that it would be extremely

dangerous to admit of any relaxation in the law in the direction proposed. The evidence in such cases was generally circumstantial, and in some cases it was of a very slight description. In one remarkable case which he had in his mind it was so slight that the jury found for the defendant; but suppose the defendant in that case had been allowed to give evidence? If he had not appeared what would the jury have concluded? They would have said, "Although the evidence is slight here, yet there are two witnesses who could tell us whether the facts charged are true or not. If they refuse to appear and give us the information that they alone can give, we must deal with the case upon the presumption that if they did appear the facts would be established against them, and, therefore, we will come to a conclusion hostile to them." His noble and learned friend asked where was the evil in such a case; that if the parties were innocent they would appear and prove their innocence, and that if guilty they would shrink from appearing before the jury, and there would be no harm in the jury arriving at a just and right conclusion in their absence. But in such a case had their lordships considered the temptation to perjury that would follow the removal of the existing exception? They must remember that the character, position, and social existence of the wife depended on the issue of the cause, and she having broken one commandment, was it extremely unlikely that she would break another; and would not the man consider it a point of honour to save the wife from shame and misery, and to protect her to the utmost of his power? The scandal of proceedings in the Divorce Court was very great at present; but if the husband and wife and the co-respondent were allowed to give evidence, unquestionably the scenes which took place would be aggravated beyond all description, and the history of these person's lives would be exposed to the torture of cross-examination. Actions of seduction also, should this bill pass, would most of them be turned into actions for breach of promise of marriage; because the girl would say that she had yielded only upon a promise of marriage, and her friends would then force her to bring an action to clear her character. Juries, who were always disposed in such actions to sympathise with the plaintiff, and to look with severity on the conduct of the man, would be easily disposed to find against him. It was proposed in the House of Commons that no such promise should be enforced unless it were in writing. It was singular that the Statute of Frauds enacted that any promise made in consideration of marriage should not be binding unless it were in writing, but it had been held that a mutual promise to marry was not within the statute. He should move that the bill be read a second time that day six months.

Lord TAUNTON said that he remembered Lord Denman saying that he would never consent to put a man into the position of either being obliged to commit perjury or to betray the partner of his guilt; and he (Lord Taunton) felt that it was neither for the interests of justice or truth that this should take place.

Their lordships then divided, and there were—

For the second reading 29

Against it 29

The numbers being equal the bill fell to the ground.

DIVORCE AND MATRIMONIAL CAUSES BILL.

This bill was read a second time.

Tuesday, March 6.

DIVORCE AND MATRIMONIAL CAUSES BILL.

This bill passed through committee.

HOUSE OF COMMONS.

Friday, March 2.

THE IRISH COURT OF ADMIRALTY.

The ATTORNEY-GENERAL for IRELAND, in reply to Mr. Maguire, said that he thought the practice and procedure of the Court of Admiralty in Ireland required reform and improvement, and that a bill on the subject was in preparation.

LEGITIMACY DECLARATION ACT.

The COMMON SERJEANT gave notice that on Friday, the 9th of March, he should move for leave to bring in a bill to restrain the operation of the 20 & 21 Vict. c. 85 (the Divorce Act), and of the 21 & 22 Vict. c. 93 (the Legitimacy Declaration Act, 1858).

Tuesday, March 6.

LONDON (CITY) CORPORATION GAS BILL.

Mr. CRAWFORD, in moving the second reading of this bill, expressed a hope that hon. members would bring their minds to the consideration of the bill free from the influences of button-holding, ear-wiggling, and the other means too often resorted to by persons interested in private bills. He reminded the House that it was a measure which affected upwards of three millions of people, and he assured the House that, after the fullest inquiry into the subject, he had come to the conclusion that the gas supply of the metropolis was a subject well deserving investigation at the hands of the House. He had suggested an inquiry into the gas supply of the metropolis, in order that Parliament might see if the gas companies had complied with the Act of 1860, which compelled them to supply gas of proper quality, and in sufficient quantity, and at a reasonable price, so that the profits did not exceed ten per cent. He found, on examining the accounts, that in 1864 the Central Gas Consumers' Company not only divided the sum of ten per cent. upon their capital, but they also laid by a considerable amount. The Imperial Gas Company also were making a far larger profit than ten per cent., and the public did not receive the benefit contemplated by the Legislature in the shape of diminished prices. As the inhabitants of the City found they were unable to deal with these companies in any other mode, they asked Parliament to give them leave to deal with them in the way of competition.

Lord CRANBORNE would not have intruded himself on the present occasion but for the absence of Mr. Sotherton Estcourt, the chairman of the committee which sat on the subject of the metropolitan gas supply in 1860, of which committee he (Lord Cranborne) was a member. He did not think the gas companies had treated the public fairly. But there was another matter of still more importance, and that was the maintenance of the faith of the House of Commons. The committee of 1860 sat during a great part of the session, and a settlement was arrived at. He moved that the bill be read a second time that day six months.

Mr. ADAIR seconded the amendment.

Mr. ALDERMAN LAWRENCE said that the bill had been introduced by the Corporation of the City of London because it had been pressed on them by the whole of the inhabitants of the city of London, and the corporation felt that when they did anything for the benefit of the inhabitants of the city they also benefited the inhabitants of this great metropolis. The corporation proposed that the whole of the bills should be sent up stairs to be fully investigated. And they had no fear of the result.

Sir G. GREY was inclined to think that the best way would be to read the bill a second time, and to instruct the committee to which it would be referred to conduct a complete inquiry into the operation of the Act of 1860. If it should appear as the result of the inquiry that the gas companies had fulfilled all the obligations they were bound to fulfil, and supplied gas in sufficient quantity and quality, and at moderate and fair prices, there would be no case for proceeding with this bill. If, on the other hand, the inquiry led to a different result, the bill might be allowed to proceed.

Mr. ROEBUCK, Q.C., observed that the very appearance of the House showed that it was a most unfit tribunal to decide questions of this kind. Its appearance was so peculiar that there could be no doubt of its having been packed for the occasion; that people had been taken by the button; that letters had been written; that constituents had been appealed to. And by whom had all this been done? By gas companies. He asked the House, for the sake of its own honour, to consider what it was doing, and whether it was acting in that judicial capacity in which they were called upon to act. The hon. member for London felt the peculiarity of his position, for on one side of him was the corporation of London, and on the other side the gas companies—one body pulling him by the tail of his coat on one side, and the other body pulling at the tail of his coat on the other. The proper thing for the House to do was to send the bill to that tribunal which the wisdom of Parliament had provided, and not to take upon itself to decide the question in such an unseemly way.

Mr. CRAWFORD objected to the principle of the bill.

Mr. AYTON hoped the House would allow the bill to be read a second time.

The House then divided, the numbers were—

For the second reading	219
Against it	193

Majority

46

Mr. Serjeant GASELEE informed the House that he had by mistake voted for the ayes when he meant to vote for the noes.

The bill was read a second time, and referred to a select committee, with an instruction to the committee to inquire into the operation and results of the Metropolitan Gas Act of 1860.

DIVORCE AND MATRIMONIAL CAUSES, &c., ACTS AMENDMENT.

The COMMON SERJEANT moved for leave to bring in a bill to explain the 20 & 21 Vict. c. 85, and the Legitimacy Declaration Act, 1858. The object of this bill was merely to declare that on all petitions for dissolution of marriage, or declarations of legitimacy, contested matters of fact should be tried before a jury, if either of the parties so required. He (Mr. Chambers) had consulted the law officers of the Crown, and they had no objection to the introduction of the bill.*

Leave was given to bring in the bill.

MARRIAGE WITH A DECEASED WIFE'S SISTER.

The COMMON SERJEANT obtained leave to bring in a bill to legalise marriage with a deceased wife's sister.

QUALIFICATION FOR OFFICES ABOLITION BILL.

On the motion of Mr. HADFIELD this bill was read a third time and passed.

CAPITAL PUNISHMENTS IN PRISONS.

Mr. HIBBERT rose to move for leave to bring in a bill to permit capital punishments to be carried out, under certain regulations, within the interior of prisons. He did not desire to introduce a system of private or secret executions. He wished for publicity on that matter but not the publicity which drew round the scaffold the scum and refuse of society. He wished for publicity of a formal and solemn character. He believed that an execution conducted in that way would be far more awful than any which at present took place; and that the change would promote the interests of justice, humanity, and religion. Under these circumstances he hoped that the House would be prepared to give its sanction to the bill.

Sir G. GREY said that he did not rise for the purpose of opposing the motion. He should not oppose the introduction of the present bill, but suggested that the second reading should not be pressed on too hastily, in order that the bill of the government, founded on the Royal commissioners' report, should receive due consideration.

Mr. GILPIN entertained an opinion, which had grown with him for many years, that this strangling of human beings for the assumed purpose of illustrating the sacredness of human life was a miserable bungle. What the intelligence and civilization of the age demanded was the abolition of the gallows altogether.

Mr. EWART, as a member of the commission on capital punishments, had sided with those members who could not agree on the policy of private executions.

Mr. B. CARTER supported the motion.

Leave was then given to bring in the bill.

Thursday, March 8.

THE LEEDS BANKRUPTCY COURT.

Mr. FERRAND gave notice of his intention to ask on Thursday next the Attorney-General whether he has seen any grounds for changing his opinion, expressed in this House on the 27th June last, that Mr. Patrick Robert Welch should be suspended from the discharge of his duties as registrar in the Leeds Bankruptcy Court pending his criminal prosecution for corrupt practices in obtaining or attempting to obtain a judicial appointment; if so, to be so obliging as to state them to the House; also, whether, after the evidence taken before the select committee on the Leeds Bankruptcy Court, he is of opinion that Mr. John Miller is a fit and proper person to discharge the very responsible duties of chief registrar of the Court of Bankruptcy.

* The bill appears to be introduced for the purpose of overruling Sir C. Cresswell's judgment in *Miss Sheddin's case*, so often referred to. —*Ed. S. J.*

IRELAND.

THE SUFFERINGS OF CITY JURORS.

The special jury who were engaged for twenty-one days in the Court of Probate in the recent case of *Fitzgerald v. Fitzgerald*, having received their due payment, amounting to one shilling per diem each, handed the amount over to charity. This fresh instance of the hardships under which city jurors suffer has led to renewed remonstrance, and a call on the local M.P.'s to take up the subject, with the view of introducing a bill for the better regulation of the payment of jurors. The writer of the commercial article in the *Weekly Freeman* says:—"It seems a very great hardship that the city and county of Dublin special jurors should be selected to try cases of importance from every county and borough in Ireland, and even some from London, as in the case of *Bartlett v. Lewis*." This naturally results from the existing state of the law as to *venues*, tending as it does to plaintiffs taking their cases away from local associations. The jurors of London and Westminster have complained in like manner, yet the Common Law Commissioners do not propose to make *venues* local, which would tend more to the relief of metropolitan jurors than making suitors pay dear for the luxury of having cases so tried. Meantime the Attorney-General for Ireland has brought in a bill to consolidate and amend the law relating to petty juries in Ireland, the necessity for which has been made repeatedly and generally manifest.

THE SPECIAL COMMISSION.

A graceful compliment has been paid by the jurors on the long panel at the late Special Commission to the sub-sheriff of the city of Dublin, in recognition of his attention to their convenience. A dinner service in silver has been purchased for presentation, the inscription being—"Presented to Wm. Ormsby, Esq., sub-sheriff of the city of Dublin, by jurors empanelled at the Special Commission, November, 1865."

FENIANISM.

Courts martial have been sitting in Dublin, in Cork, and in Enniskillen, for the trial of soldiers charged with being implicated in the Fenian conspiracy.

PROPOSED ALTERATIONS IN THE CONSTITUTION OF THE COURT OF CHANCERY.

The bill brought in by the Attorney and Solicitor-General proposes the abolition of the office of Master, of whom there are four (Messrs. Litton, Brooke, Murphy, and Fitzgibbon), retaining only the last as "Receiver Master." Each of the others is to be released from his duties, whenever, in the judgment of the Lord Chancellor, the state of business allows. Provision is made for the appointment of registrars under the new system. The plan of referring certain classes of "cause petitions" to masters, they having then full jurisdiction over such cases (13 & 14 Vict. c. 89, s. 15), is to be abolished, and a Vice-Chancellor is to be appointed, with full powers to hear and determine all equity suits. He is to be a barrister of fifteen years' standing. The new judge and the Master of the Rolls can each appoint a chief clerk, at a salary of £800 a-year, rising to £1,000; and no person shall be appointed unless he shall have practised as solicitor or attorney for ten years preceding, or unless he shall have held the office of Master's Examiner. Besides changes in the procedure and practice, it is proposed to deal with stamps, fees, and other matters.

These proposals are in substance the same as those made the year before last by Attorney-General O'Hagan, and differ very materially from those made by Messrs. Whiteside, Napier, and Malins, who, in February, 1855, brought in bills to alter the constitution of the Court of Chancery, its practice and procedure. They proposed to make three vice-chancellors of the existing senior masters, the causes in their offices to be transferred to the junior master. Fruitless attempts have been made in different Parliaments to pass rival bills, and the present proposition, though based on the report of a commission, has already been twice thrown over by the determined hostility of Mr. Whiteside, and the disinclination of the Commons to create retiring pensions.

THE SULLIVAN PRIZE ESSAY.

The Solicitor-General has selected the following as the subject of the essays competing for the prize annually given by him to the members of the Legal and Historical Society:—"Capital punishment, with reference to the recommendations in the report of the recent commission."

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

The following petition has been presented by this association to the House of Commons:—

1. The Metropolitan and Provincial Law Association is a Society, &c.
2. In the year 1785, in consequence of an anticipated deficiency in the shop tax, which was a war tax, a duty was imposed upon the annual certificates of attorneys, solicitors, and proctors, together with a tax on warrants to prosecute.
3. Such shop tax has long since been repealed.
4. The tax on warrants to prosecute, together with all other taxes on law proceedings, were, in the year 1824, declared to be inexpedient, as taxes on the administration of justice, and were accordingly abolished.
5. Nevertheless, the annual certificate duty has been not only not repealed, but was from time to time, prior to the year 1853, increased from its original amount of £5 on metropolitan and £3 on provincial certificates, to £12 on metropolitan and £8 on provincial certificates, granted to persons who had been admitted more than three years, half those sums being charged during the first three years from admission. In the year 1853 this annual duty was reduced to its present limits of £9 on metropolitan and £6 on provincial certificates, with the like reduction of one-half in favour of practitioners not admitted more than three years.
6. Your honourable House has of late years acted upon the now established principle that all taxes should be imposed fairly and generally, and not for the protection of any particular class or interest, and it is evidently unjust that a tax should be imposed upon one particular class in exoneration of any other class.
7. While the branch of the legal profession to which your petitioners belong is not, and justly is not, exempted from any taxes which are imposed upon the other classes of their fellow citizens, it affords the only case in which British subjects following a lawful and honourable calling are prevented by law from each placing their own value upon the exertion of their respective individual talents and industry, and are restricted to a scale of charges that does not vary with the gradually increasing expenses of living, arising from the continual diminution in the relative value of money, and from other causes.
8. The amount of revenue derived from this duty is comparatively insignificant, while the tax presses heavily and unequally upon solicitors having but small practice.
9. The various enactments which have been passed of late years for the amendment and alteration of the law, as well as for regulating the practice of the Courts, and other changes in practice effected by general orders, have had the effect of considerably diminishing the emoluments of attorneys and solicitors, and, at the same time of rendering the disbursements necessary for the prosecution of the business of their clients more onerous. This applies particularly to the establishment of county courts, and to the introduction of printing, and of a more simple form of procedure in Chancery practice. The effect of these changes on the practice of many solicitors, and particularly on many country solicitors who have to pay a London agent in Chancery business, has been to make it impossible to derive the means of subsistence from their profession. As evidence that chancery practice has ceased to be remunerative to country solicitors, your petitioners quote the following resolution passed at a meeting of influential solicitors held at the Law Society on the 1st February, 1865, for the purpose of considering a subject quite unconnected with the attorneys' certificate duty, viz., "That the remuneration of solicitors in the country for chancery business is at present so inadequate that many of them refuse to undertake such business at all, and their clients are driven to seek the assistance of strangers, and that it would in consequence be of advantage to suitors that better remuneration should be afforded."
10. The certificate duty, from which the other branch of the legal profession is exempt, is equivalent to a tax of £3 per cent., upon the average incomes of attorneys and solicitors. The effect of it is therefore that they are compelled to pay an income tax of elevenpence in the pound while the rest of their fellow subjects pay fourpence only.
11. As an evidence of the severe pressure of the annual certificate duty at the present time, your petitioners crave leave to draw the attention of your honourable House to the

fact, that a large number of attorneys and solicitors are every year excluded from the law list in consequence of their certificate duty not having been paid within the time fixed by the Act.

12. Your petitioners submit that according to every principle of fairness and justice in taxation, if it can be deemed expedient to impose any special tax on the talent and energy of persons engaged in lawful and honourable business, such tax ought to be raised by an equal assessment upon every branch of industry.

13. As the protest which your petitioners feel bound to make against this tax is founded upon the fact that it is partial and unjust in its nature much more than upon its actual amount, your petitioners cannot regard the remission of a portion thereof, which was made in 1853, as any settlement of the question, but on the contrary they consider such remission as only a small instalment of justice, and an acknowledgment that the tax is in itself indefensible.

Prayer.—That your honourable House will be pleased to take this subject into consideration, and that the annual duty on the certificates of attorneys, solicitors, and proctors, may be wholly repealed.

LAW STUDENTS' JOURNAL.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. R. HORTON SMITH, on Conveyancing, Monday, March 12.

Mr. E. CHARLES, on Equity, Friday, March 16.

LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

HOURS OF ATTENDANCE.

Elementary classes, 4.30 to 5.30 p.m.
Advanced „ 5.30 to 6.30 p.m.

Mr. M. H. COOKSON on Equity—

Monday, March 12, class B, elementary and advanced.

Thursday, Mar. 15 „ A, „ „

Mr. A. BAILEY on Conveyancing—

Thursday, March 13, class A, elementary and advanced.

Friday, March 16 „ B, „ „

Mr. E. A. C. SCHALCH on Common Law—

Wednesday, March 14, class A, elementary and advanced.

JUSTICE TO CRIMINALS IN FRANCE AND ENGLAND.—Not satisfied with that noble maxim of our law, that declares no man guilty till he can be proved to be so, we go still further, and tax all our ingenuity to the end that he may not be found guilty at all. We surround the prosecution with every imaginable difficulty, we entreat the prisoner never to let fall a syllable that may criminate him. We assign him the ablest counsel, we insinuate whatever may serve his interest even to the extent of suggesting that, if a murderer, he may have been a madman, and the judge is never so impressive as when telling the jury to make every doubtful matter a point in his favour. Take any French criminal procedure, and mark the difference:—From the moment that the prisoner is arraigned, his guilt appears established, and he would be a hardened scoundrel who stood there without evidence of contrition on his countenance. “Malheureux!” it is the blindest word that the judge employs towards him—“Malheureux! did it not occur to you when you sharpened that knife, that the crime you were about to commit, would throw shame and sorrow over the last days of your poor aged mother, and make the few hours she is to pass on earth a misery and a reproach?” “Monsieur le President, I sharpened the knife to kill my pig. I never injured a human being.” “Be silent, wretch! profane not the sacred halls of justice by ribaldry and falsehood.” How different is all this with us! In the whole length and breadth of our land there is not a position in which a man can say with impunity what a prisoner can say from the dock. He may be admonished, it is true—warned against his own indiscretion—told how fatally his own language tends to prejudice his case, and suchlike; but he may go on, in spite of all this, to denounce the witnesses, defame their character, insult the Crown prosecutor, and inveigh against the very laws themselves, and the judges who administer them.—*Cornelius O'Dowd in Blackwood's Magazine for February.*

LORD WESTBURY.—It is stated that Lord Westbury, who has been all the winter abroad, has just purchased for £40,000 a large estate in Tuscany, formerly the property of one of the leading nobles of Florence. It is described as containing an immense range of shooting, much fine wood, and a residence well suited to the tastes of its new possessor.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, March 8, 1866.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 86½	Annuities, April, '85
Ditto for Account, Mar. 8—87½	Do. (Red Sea T.) Aug. 1908 —
3 per Cent. Reduced, 84½	Ex Bills, £1000, 3 per Ct. 3 dis
New 3 per Cent., 85½	Ditto, £200, Do., — dis
Do. 3½ per Cent., Jan. '94 —	Ditto, £100 & £200, Do., — dis
Do. 2½ per Cent., Jan. '94 —	Bank of England Stock, 5½ per
Do. 5 per Cent., Jan. '73 —	Ct. (last half-year) 261
Annuities, Jan. '80 —	Ditto for Account, —

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74 —	Ind. Inf. Pr., 5 p Ct., Jan. '72
Ditto for Account, —	Ditto, 5½ per Cent., May, '73
Ditto 5 per Cent., July, '70, 102½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88	Do. Do. 5 per Cent., Aug. '86, —
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct. £1000, — pm
Ditto Encased Pr., 4 per Cent. —	Ditto, ditto, under £1000, — pm

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	95
Stock	Caledonian	100	132
Stock	Glasgow and South-Western	100	120
Stock	Great Eastern Ordinary Stock	100	29½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	124½ xd.
Stock	Do., A Stock	100	140½ xd.
Stock	Great Southern and Western of Ireland	100	90
Stock	Great Western—Original	100	59½
Stock	Do., West Midland—Oxford	100	41
Stock	Do., do.—Newport	100	38
Stock	Do., do.—Hereford	100	104
Stock	Lancashire and Yorkshire	100	119½ xd.
Stock	London and Blackwall	100	89 xd.
Stock	London, Brighton, and South Coast	100	98
Stock	London, Chatham, and Dover	100	38
Stock	London and North-Western	100	121½ xd.
Stock	London and South-Western	100	93 xd.
Stock	Manchester, Sheffield, and Lincoln	100	64½
Stock	Metropolitan	100	132½
10	Do., New	£4:10	2½ pm
Stock	Midland	100	123½ xd.
Stock	Do., Birmingham and Derby	100	94 xd.
Stock	North British	100	62
Stock	North London	100	123 xd.
10	Do., 1864	100	7 xd.
Stock	North Staffordshire	100	77
Stock	Scottish Central	100	150
Stock	South Devon	100	53 xd.
Stock	South-Eastern	100	76
Stock	Taff Vale	100	143 xd.
10	Do., C	3	34pmxd
Stock	Vale of Neath	100	104
Stock	West Cornwall	100	53

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

No alteration was made in the rate of discount by the Bank directors at their weekly court on Thursday; nor, indeed, was any alteration expected, so gloomy has been the general course of monetary events during the week. There has been an increase of bullion in both departments during the week of £83,930; but this amount was too inconsiderable to affect the course of the money-market much, especially as the applications for discount during the week have been on a very full scale, and the private establishments have restricted their transactions within the most moderate limits.

The Board of Trade returns for January exhibit the unprecedented increase of 37 per cent. in the declared value of our exports in comparison with the corresponding month of the last two years. This tendency of our exports to increase is calculated, as long as it continues, to keep the rate of interest high. But there is this difference—between a high rate of discount caused by the legitimate demands of trade, and a high rate caused by excessive speculations on joint-stock bubbles—that, in the former case, the high profits which beget the demands for discounts, will enable borrowers to pay for them even at a high rate, while, in times of speculation, a panic and crisis is only a question of time. The New York accounts by the present mail also state that the imports in that port during 1865 have been the largest on record, except those in 1857, 1859, and 1860. It is evidently the American trade that is the main cause of the recent progress of our own.

The funds continue weak, and Consols for delivery finally stood on Thursday at 86½. The settlement took place on that day but passed off quietly, the market being almost solely affected by the difficulties of the Joint-Stock Discount Company. The shares of this company, with £10 paid, were on Thursday offered for nothing, and even with a bonus of 10s. to £1, holders being anxious to escape the inconvenience of calls, although it is not

likely that the £800,000 capital already paid has been more than partially lost.

Foreign securities have experienced a further average fall of 3. The few variations in the share market have also been generally adverse.

A select committee of the House of Lords, in 1864, reported on the expediency of establishing a public register of railway debentures, and a select committee of the House of Commons, in the same session, reported on the advisability of permitting railway companies to run steamers when and where they pleased. No legislation has been since brought to bear on those questions, and, in reply to a question from Lord Belmore, Lord Russell has intimated that the Government do not intend taking the initiative in this matter. Yet we think it is not unlikely that, owing to the excessive issues of debentures by the Great Eastern directors, Lord Belmore will introduce this session a bill on the matter somewhat similar to that which he succeeded in carrying through the House of Lords last year.

SOME PEOPLE ARE HARD TO PLEASE.—The governor of the county gaol (Mr. Rose), has received a further respite of the notorious culprit Charlotte Winsor, to May 14. She has been cautioned against entertaining any hope that her life will be spared in the event of the next decision of the Court of Error being adverse to her. On hearing of the further respite she expressed indignation at the "law's delay."—*Western Times*.

THE REFORM BILL.—It is announced that the ministerial Reform Bill will be introduced into the House of Commons of Monday next, the 12th inst.

COMPENSATION FOR RAILWAY ACCIDENTS.—The Metropolitan Railway Company have presented to Parliament a bill asking for additional powers, and containing a clause limiting the company's liability for injury by accident on the railway to cases in which notice of the claim is given to the company within two months. The Board of Trade suggest that if such an alteration of the law be made, it would be more convenient that it should be by a general bill than by special Acts of railway companies creating exceptional immunities in their favour. One or two companies are also applying this session for bills which if passed as presented will create an exception in their favour in regard to liability to make compensation for injuries to third-class passengers. The liability has been limited to £100 in relation to passengers by certain morning and evening trains which various companies are compelled to run at extremely low fares for the accommodation of the working classes; one company now desires to have this limited liability to third-class passengers applied to all its parliamentary trains. We trust that the sense of Parliament will effectually put a stop to all such attempts, the liability of companies to the public is far too much limited already, and an Act of Parliament to prevent them from imposing special contracts on their customers, is far more needed than any extension of their irresponsibility.

INTERNATIONAL COPYRIGHT.—A petition to Congress that it should try and agree with Great Britain on a copyright law is in circulation in America, and has already obtained the signatures of the leading authors, and of several leading publishers. It is thought that the present Congress will adopt the measure. The Hon. Charles Sumner is friendly to it.

Mr. W. M. Everts, who was during the American war employed by the Federal Government on confidential legal business in England, has been intrusted with the prosecution of Jefferson Davis. His fee is to be 100,000 dols.

ESTATE EXCHANGE REPORT.

AT GARRAWAY'S.

March 6.—By Mr. W. Moxon.

Leasehold residence, being No. 21, Prospect-place, Wandsworth-road, with coach-house and stable; term, 37 years unexpired, at £6 15s. per annum—Sold for £450.

Leasehold, 2 residences, being Nos. 1 and 2, Taymouth-villas, Amhurst-road, Hackney Downs, producing £142 per annum; term, 92 years unexpired at £16 10s. per annum—Sold for £1,780.

AT THE GUILDHALL HOTEL.

March 1.—By Mr. MAHER.

Absolute reversion to a moiety of £3,100 sterling, divisible on the death of a lady aged 58 years—Sold for £630.

Policy of assurance for £5,000, effected with the Legal and General Life Assurance Society, on the life of a gentleman aged 52 years—Sold for £1,300.

Policy of assurance for £3,000, effected with the Law Life Assurance Society on the life of the above gentleman—Sold for £1,350.

Leasehold improved rental of £21 per annum, arising out of a residence, No. 157, Gower-street, let at £56 per annum; term, 82½ years from 1822, at £35 per annum—Sold for £125.

Policy of assurance for £500, effected with the Scottish Union Insurance Company on the life of a gentleman aged 66 years—Sold for £300.

Life interest of a gentleman aged 33 years in the dividends arising from £1,031 2s. 6d. Reduced Three per Cent. Annuities; also a policy for £300, effected with the Law Union Assurance Company on the same life—Sold for £370.

Life interest of a lady aged 49 years in £25 ss. 4d. per annum—Sold for £300.

Forty £10 shares in the Aerated Bread Company—Sold for £4 12s. 6d. to £4 15s. per share.

Twelve £10 shares in the Aerated Bread Company—Sold for £4 15s. per share.

Policy of assurance for £200, effected with the British Equitable Assurance Company, on the life of a gentleman aged 37 years—Sold for £20.

Policy of assurance for £1,000, effected with the United Kent Assurance Company, on the life of a gentleman aged 63 years—Sold for £405.

Leasehold, 2 residences, being Nos. 1 and 2, Tollington-place, Hornsey-road, producing £155 per annum; term, 69 years unexpired at £28 per annum—Sold for £1,376.

Leasehold rental of £85 per annum, arising out of 2 houses and shops, Nos. 5 and 6, Park-side, Knightsbridge, let at £185 per annum; term, 5½ years unexpired at £130 per annum—Sold for £450.

March 6.—By Messrs. DEBENHAM, TEWSON, & FARMER.

Lease for about 18 years of those premises being No. 16, Old Change, also premises adjoining—Sold for £1,200.

Leasehold premises, being No. 45, Chesapeake, and 2, Bread-street; term, 21 years from 1857, at £1,128 3s. 10d. per annum—Sold for £2,706.

Leasehold house, being No. 15, West-square, St. George's-road, South-west; term, 15½ years unexpired, at £10 10s. per annum—Sold for £250.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

RUSSELL.—On March 3, at Montague-place, Russell-square, the wife of Charles Russell, Esq., Barrister-at-Law, of a son.

MARRIAGE.

ATKINSON—FORTER.—On March 6, at St. Olaves, York, John Frederick Henry Atkinson, Esq., of Liverpool, to Louisa, third daughter of the late Henry John Porter, Esq., formerly of Monte Video.

DEATHS.

BROWN.—On Feb. 27, R. L. Brown, Esq., Barrister-at-Law, aged 74.

CAMPBELL.—On March 2, at York-place, Portman-square, J. Campbell, Esq., Q.C., one of the Benchers of the Hon. Society of Lincoln's Inn.

CRIGHTON.—On Feb. 28, at Newcastle-on-Tyne, W. Crighton, Esq., Solicitor.

HOOPER.—On Feb. 21, at Brighton, Julia B., aged 27, and on Feb. 26 Alexander G., aged 11 months, the wife and child of G. H. Hooper, Esq., Barrister-at-Law.

JEHU.—On March 6, at Elizabeth-terrace, Islington, R. J. Jelu, son of R. Jelu, Esq., Solicitor, aged 18.

MAUNSELL.—On March 3, at Rockmount, Dublin, Emily Roche, aged 29, the wife of John Maunsell, Esq., and daughter of J. Stephens, Esq., Q.C., LL.D.

PHILLIPS.—On Feb. 22, at Drayton-terrace, Old Brompton, R. Phillips, Esq., Barrister-at-Law, aged 72.

RICHARDSON.—On Jan. 12, at Swatow, China, John W. Richardson, Esq., son of the late T. Richardson, Esq., W.S., Edinburgh.

THORNTON.—On Feb. 14, at Hastings, Margaret, wife of Richard N. Thornton, Esq., of the Middle Temple.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

POORE, ROBERT, Esq., Dublin, Ireland, £429 6s. 4d. Consolidated Three per Cent. Annuities.—Claimed by Robert Poore.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, March 3, 1866.

LIMITED IN CHANCERY.

Universal Bank (Limited).—Petition for winding up, presented Feb. 24, to be heard before the Master of the Rolls on March 10. Day, Coleman-st., solicitor for the petitioner.

Humber Iron Works and Ship Building Company (Limited).—Petition for winding up, presented Feb. 27, to be heard before the Master of the Rolls on March 10. Thomas & Hollams, Mining-lane, solicitors for the petitioners.

National Horse Insurance Company (Limited).—Petition for winding up, presented Feb. 7, to be heard before the Master of the Rolls on March 10. Perrin, New-inn, Strand, solicitor for the petitioner.

Anglesea Colliery Company (Limited).—Petition for winding up, presented Feb. 27, to be heard before Vice-Chancellor Wood on March 10. Bell, Abchurch-lane, solicitor for the petitioners.

Kilgitty Silica Company (Limited).—Order to wind up made by Vice-Chancellor Kindersley Feb. 23. Furrier, solicitor for the petitioners.

London Biscuit Company (Limited).—Order by Vice-Chancellor Kindersley, dated Feb. 23, that the voluntary winding-up of this company be continued. Beaumont & Co, Lincoln's-inn-fields, solicitors for the petitioners.

St. George's Brewery Company, Kidderminster (Limited).—The Master of the Rolls has, by an order dated Feb. 16, appointed Wm Woodley Mason, King William-st., Official Liquidator. Creditors are required, on or before April 4, to send their names and addresses and the particulars of their debts or claims. Tuesday, April 17 at 11, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, March 6, 1866.

LIMITED IN CHANCERY.

British and Foreign Granite Company (Limited).—Order to wind up, made by Vice-Chancellor Wood, Feb. 24. Matthews & Greetham, Lincoln's-inn-fields, solicitors for the petitioner.

British and Foreign Mining Financial Association (Limited).—Order to wind up, made by Vice-Chancellor Kindersley Feb. 23. Batten, Gt George-st, Westminster, solicitor for the petitioners.

West Bank Iron Company (Limited).—Petition for winding-up, presented March 1, to be heard before the Master of the Rolls on March 17. Gregory & Rowcliffe, agents for Duncan & Co, Liverpool, solicitors for the petitioner.

UNLIMITED IN CHANCERY.

Royal Hotel Company of Great Yarmouth.—Order to wind up, made by the Master of the Rolls Feb 24. Wilson & Co, Copthall-buildings, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, March 2, 1866.

Carrier, Jane, Ipswich, Suffolk, Widow. March 29. Miller & Gower, M. R.
Cumming, Wm, Canterbury, Kent. March 26. Cumming & Cumming, M. R.
Evans, Joshua, Esq, Golder's-hill, Hampstead, March 19. D'Adhemar & Bertrand, M. R.
Jackson, Martha, St Saviour, Surrey, Widow. March 28. Jackson & Henderson, M. R.
Medlicott, Eliz, Shrewsbury, Salop, Spinster. March 31. Mullock & Matthews, V. C. Stuart.
Penny, Thos, Esq, Bridgewater, Somerset. April 2. Bickley & Penny, M. R.
Smithson, Caroline, York, Widow. April 9. Leefe & Leefe, V. C. Wood.
Tonkin, Thos, St Buryan, Cornwall, Yeoman. March 24. Rowe & Tonkin, M. R.
Wilson, Wm, Enfield, Middx, Gent. March 31. Woodhouse & Woodhouse, V. C. Stuart.

TUESDAY, March 6, 1866.

Lloyd, Geo, Gt Guildford-st, Southwark, Engineer. March 26. Davis & Lloyd, V. C. Kindersley.
Lloyd, Geo, Gt Guildford-st, Southwark, Engineer. March 30. Davis & Lloyd, V. C. Kindersley.
Manser, Wm, Myddelton-sq, Gent. April 3. Berggren & Priddle, M. R.
Martin, John, Dour-pl, Victoria-rd, Kensington, Esq. April 14. Martin & Cugny, V. C. Stuart.
Mullins, John, Brighton, Esq. March 29. Dearn & Hinchliff, M. R.
Smith, John, East Grinstead, Sussex, Auctioneer. March 29. Langford & Mills, M. R.
Smithson, Caroline, Bootham, nr York, Widow. April 9. Leefe & Leefe, V. C. Wood.
Tagg, Riehd, Waltonhurst, Stafford. March 28. Lyceott & Bishop, M. R.
Wood, Olivia, Gainsborough, Lincoln, Widow. March 26. Wallis & Simpson, M. R.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, March 2, 1866.

Ashwell, Edwd, Eversholt, Bedford, Gent. May 10. T. W. & J. Pearse, Bedford.
Brown, Sarah, Gravesend, Kent, Widow. May 1. Broughton, Finsbury-sq.
Cant, Daniel, Wickham St Paul, Essex, Carpenter. March 31. Arden, Halstead.
Coates, Martha, Leominster, Hereford, Widow. May 1. Lloyd, Leominster.
Doherty, Thos, Richmond, York, Glass Dealer. April 30. J. W. & C. Hutton, Richmond.
Edwards, Benj John, Hilperton, Wilts, Gent. April 14. Clark & Collins, Trowbridge.
Elves, Geo Cary, Cadogan-pl, Middx, Esq. June 1. Watkins & Co, Sackville-st.
Farrance, Hy, Kensington-gardens-sq, Hyde-park, Esq. March 27. Robinson & Haycock, Charleshouse-sq.
Ferguson, Chas, Holland-villas-rd, Kensington, Surgeon. April 14. Bailey, Tokenhouse-yd.
Ferguson, Arthur Forster, Pembridge-gardens, Bayswater. April 14. Bailey, Tokenhouse-yd.
Fouracre, Hannah, Gloucester, out of business. April 10. Bonner, Gloucester.
Heaven, Cam Gyde, Bristol, Gent. March 19. Heaven, Bristol.
Hoskth, Jas, Lewisham, Kent, Miller. April 14. Edwards, Lewisham.
Hodgkinson, Thos, Burton-crescent, Euston-rd, Gent. April 16. Fraser & May, Dean-st, Soho.
Jacobs, Wm, Clarges-st, Mayfair, Gent. April 14. Godwin & Pickett, King's Bench-walk, Temple.
Johnson, Chas, Dewsbury, York, Innkeeper. May 1. Ibberson, Dewsbury.
Knight, Ann, Sloane-st, Widow. March 31. Kays, New-inn, Strand.
Mathews, Riehd, Esq, Oatlands-park, Surrey. May 1. Johnston & Jackson, Chancery-lane.
McClure, Andrew, Esq, Surgeon R.N. April 2. Holmer & Co, Philpot-lane, Fenchurch-st.
Morrish, Jas, Esq, Ellerslie, Clapham-park. May 1. Reed & Phelps, Gresham-st.
Parkes, Joseph, Brierley-hill, Stafford, Grocer. Feb 1. Sandy, Dudley.
Pope, Roof, Leamington, Warwick, Gent. June 2. Scarborough, Bicombsbury-sq.
Shute, Hy, Castle Carey, Somerset. April 28. Bush & Ray, Bristol.
Williamson, Geo, sen, Inverary, Aberdeen. May 1. Cowdell & Grundy, Abchurch-lane.

TUESDAY, March 6, 1866.

Bennett, John, Belgrave-st South, Pimlico, Builder. June 24. Roberts, Whitehall.
Brady, Geo Jas, Sydenham, Kent, Wine Merchant. April 2. Harrison, Walbrook.
Bull, Jas, jun, Bradford, York, Gent. April 1. Humble, Bradford.
Crouch, Abraham Wing, Esq, Woburn, Bedford. May 1. Gawthrop, Raymond-buildings, Gray's-inn.
Glass, Jas, Wotton, Wilts, Cornfactor. March 29. Meek & Co, Devizes.

Hulls, Mary, Chipping Campden, Gloucester, Widow. June 1. Ken-dall & Son, Barton-on-the-Water.

Ilseley, John, Maidenhead, Berks, Carrier. May 1. Brown, Maidenhead.

Luney, Rev Riehd, Kingsbridge, Devon, Clerk. May 2. Elworthy & Co, Plymouth.

Naylor, Leeds Mason, Esq, Enfield, Middx. April 11. Venning & Co, Tokenhouse-yard.

Parkes, Joseph, Brierley-hill, Stafford, Grocer. Feb 1. Tandy, Dudley.

Powell, Saml, Birm, Manufacturing Jeweller. May 1. Danks, Birm.

Rennison, Matthew, Wetwang, York, Yeoman. April 6. Hodgson, Gt Driffield.

Smith, Harriet, Smethwick, Stafford, Licensed Victualler. April 30. Docker, Smethwick.

Timperon, Susanne Louise, Richmond, Surrey, Widow. April 12. Pattison & Wigg, Lombard-st.

Watterworth, Robt, York, Cab Proprietor. April 1. Seymours & Blyth, Lendall, York.

Waugh, Wm, Little Eastcheap, Cornfactor. May 5. Fisher, Thread-needle-st.

Whentley, Eliz, Wyke Regis, Dorset, Spinster. April 10. Oliverson & Co.

Assignments for Benefit of Creditors.

FRIDAY, March 2, 1866.

Thompson, Thos, Atherstone, Warwick, Confectioner. Feb 10. Baxter, Atherstone.

TUESDAY, March 6, 1866.

Webb, John Julians, Halesworth, Suffolk, Agricultural Implement Agent. Feb 12. Read, Halesworth.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, March 2, 1866.

Attwater, Gay Thos, Upborne, Dorset, Yeoman. Feb 3. Asst. Reg March 2.

Bayley, Wm, Milton-rd-villas, Stoke Newington, Goldbeater. Feb 21. Comp. Reg March 1.

Beldam, Thos, St Ives, Huntingdon, Farmer. Feb 14. Comp. Reg Feb 28.

Berry, Geo, Stockport, Chester, Shuttle Maker. Feb 20. Comp. Reg March 2.

Brown, Thos, Guilsfield, Montgomery, Shopkeeper. Feb 7. Asst. Reg Feb 27.

Brunswick, Geo, & Myrthil Brunswick, Newman-st, Oxford-st, Cabinet Makers. Feb 3. Comp. Reg March 1.

Burton, Edwd, Walsall, Stafford, Saddler. Feb 1. Asst. Reg Feb 27.

Churchman, Geo, Bristol-pl, Maids-hill West, Cheesemonger. Feb 8. Comp. Reg March 1.

Collins, Mark, Broad st, Bloomsbury, Hatter. Feb 25. Comp. Re; March 1.

Crimes, Thos Hankinson, Halton, Chester, Joiner. Feb 14. Comp. Reg Feb 28.

Curtier, John Ashmore, Ellesmere, Salop, Solicitor. Feb 1. Asst. Reg Feb 28.

Dean, John, Leeds, York, Grocer. Feb 5. Asst. Reg Feb 28.

Dowel, Benj Willt, Hammersmith, Middx, Contractor. Feb 23. Asst. Reg March 2.

Dunlop, Alex, Yeovil, Somerset, Draper. Feb 2. Asst. Reg Feb 26.

Dunlop, Robt, Yeovil, Somerset, Draper. Feb 2. Asst. Reg Feb 26.

Friskney, John, Cheltenham, Gloucester, Dealer in Toys. Feb 16. Asst. Reg Feb 28.

Fullwood, Benj, Wolverhampton, Stafford, Glass Dealer. Feb 5. Asst. Reg March 1.

Gooderson, Matthew, Colst-pl, Commercial-rd East, Flour Dealer. Feb 5. Comp. Reg March 1.

Green, Wm Dunford, Long-lane, Bermondsey, Pork Butcher. Feb 9. Comp. Reg Feb 28.

Grove, Wm, Aston-juxta-Birmingham, Retail Brewer. Jan 30. Comp. Reg Feb 27.

Hillier, John, Birm, Furniture Dealer. Feb 5. Comp. Reg March 1.

Hill, Thos, Kerfield-ter, Camberwell, Tin Plate Worker. Feb 24. Comp. Reg Feb 27.

Hinwood, Jas, Gravesend, Kent, Upholsterer. Feb 13. Asst. Reg Feb 28.

Hogg, Thos Birkett, Birm, Boot Maker. Feb 24. Comp. Reg Feb 28.

Jacklin, Geo Bower, Twickenham, Middx, Builder. Feb 19. Comp. Reg March 2.

Joseph, Harry, Portsea, Southampton, Clothier. Feb 1. Asst. Reg March 1.

Kinsman, Hy, Bristol, Managing Clerk to a Solicitor. Feb 27. Comp. Reg March 1.

Kirago, Wm, Gardiner's-rd, Victoria-park, Contractor. Feb 5. Inspectorship. Reg March 2.

Lacey, Chas, Gt Missenden, Buckingham, Builder. Feb 10. Asst. Reg March 1.

Lawson, Jas, Newcastle-upon-Tyne, Grocer. Feb 19. Asst. Reg March 1.

Lawrance, Edwin, Openshaw, nr Manch, Grocer. Feb 15. Comp. Reg March 1.

Lenz, Joseph, Old Compton-st, Soho, Confectioner. Feb 22. Comp. Reg March 1.

Littler, Wm, Alvanley, Chester. Jan 30. Asst. Reg Feb 27.

Matthews, Margaret, Lantrissant, Glamorgan, Grocer. Jan 29. Asst. Reg Feb 26.

Pillinger, John Britton, Vauxhall-bridge, Westminster, Trunk Maker. Feb 27. Comp. Reg March 1.

Robinson, John, Guildford, Surrey, Draper. Jan 31. Asst. Reg Feb 27.

Rose, Wm, Sydenham, Kent, Baker. Feb 19. Comp. Reg Feb 28.

Sharpton, Wm, & John Cole, Westminster-bridge-rd, Builders. Feb 12. Inspectorship. Reg Feb 27.

Shooter, Neale, Dodinghurst, Essex, Tailor. Feb 1. Comp. Reg March 1.

Shufflebotham, Eliz Knowles, Macclesfield, Chester, Widow. Feb 24. Comp. Reg March 1.

Stones, John, Smethwick; Stafford, Iron Master. Jan 3. Comp. Reg March 2.
 Thompson, Stephen, Clarendon-rd, Notting-hill, Photographer. Feb 12. Asst. Reg March 1.
 Thompson, Thos, Atherstone, Warwick, Confectioner. Feb 10. Asst. Reg March 2.
 Tomkins, Hy Field, St Andrew's-hill, Doctors'-commons, Licensed Victualler. Feb 26. Comp. Reg Feb 27.
 Tucker, Fredk Walker, Norwich, Linendrapers. Feb 22. Comp. Reg Feb 28.
 Usher, Thos Geo, & Wm Hy Young, Sheerness, Kent, Tailors. Feb 6. Asst. Reg March 2.
 Werner, Maximilian Werner, Bradford, York, Stuff Merchant. Feb 16. Asst. Reg March 1.
 Willis, Richd Read, Twickenham, Middx, Schoolmaster. Feb 26. Comp. Reg March 1.
 Wright, Geo Edwd, Hampstead-rd, Grocer. Feb 3. Asst. Reg Feb 28.

TUESDAY, March 6, 1866.

Barney, Jas, Smethwick, Stafford, Comm Agent. Feb 21. Asst. Reg March 5.
 Beard, Hy, Gt Marlow, Bucks, Photographist. March 2. Comp. Reg March 5.
 Bennington, Geo, Sheerness, Kent, Pork Butcher. Feb 28. Asst. Reg March 5.
 Blyth, Thos Jones, Alma-ter, Mile-end, Public House Broker. Feb 27. Comp. Reg March 6.
 Brierley, Jonathan, Leicester, Lambs Wool Spinner. March 1. Comp. Reg March 6.
 Brooking, Wm Sumpter, Sheldon-st, Paddington, Dealer in Berlin Wool. March 1. Comp. Reg March 5.
 Brown, Thos, March, Cabinet Maker. Feb 22. Comp. Reg March 5.
 Bullen, Benj, St Mary Magdalen, Norfolk, Organ Builder. Feb 7. Asst. Reg March 6.
 Burr, Wm, & Geo Withshaw, King Edward-st, Newgate-st, Leather Merchants. Feb 12. Comp. Reg March 5.
 Cole, Geo, Leeds, Milliner. Feb 5. Comp. Reg March 5.
 Cross, Josiah Thompson, Newton Abbot, Devon, Tailor. March 1. Comp. Reg March 6.
 Davis, John Ansey, Gt Guildford-st, Southwark, Marble Chimney Piece Manufacturer. Feb 26. Comp. Reg March 5.
 Davies, John, & Edwd Staples, Kingston, Hereford, General Smiths. Feb 7. Asst. Reg March 5.
 Ellard, Alfred, Boxmoor, Hertford, Plumber. Feb 16. Comp. Reg March 2.
 Everard, Thos, Broughton Astley, Leicester, Miller. Feb 9. Asst. Reg March 3.
 Fisher, Thos, Plinestow, Essex, Builder. Feb 26. Comp. Reg March 3.
 Fowles, Edwd, Jun, Hereford, Innkeeper. Feb 3. Asst. Reg March 2.
 Fryers, Hy, Cirencester, Gloucester, Tailor. Feb 10. Comp. Reg March 5.
 Gase, Wm John, Brentwood, Essex, Draper. March 5. Comp. Reg March 6.
 Giddings, Wm Hy, Laton, Bedford, Chemist and Druggist. Feb 26. Comp. Reg March 6.
 Gugerell, Anton, Union-ct, Broad-st, Comm Agent. March 5. Comp. Reg March 6.
 Harrison, John, Ludlow, Salop, Innkeeper. Feb 15. Asst. Reg March 5.
 Heath, Edwin, Emsworth, Southampton, Licensed Victualler. March 1. Asst. Reg March 1.
 Hodgson, Jas Clarke, Kingston-upon-Hull, Tailor. Feb 17. Comp. Reg March 3.
 Hurst, Ambrose Maude, Buckingham-st, Kingsland, Comm Agent. March 2. Asst. Reg March 5.
 Hussey, Hy, Jermy-st, Haymarket, Boot Maker. Feb 7. Comp. Reg March 5.
 Hyde, Chas, Chelsea, Middx, Boot and Shoe Maker. Feb 6. Comp. Reg March 2.
 Johnson, Jas, Houndsditch, Fancy Warehouseman. March 2. Comp. Reg March 5.
 Kehler, Jas, Gravesend, Licensed Victualler. Feb 5. Inspectorship. Reg March 6.
 Kilburn, John Edwd, Tooley-st, Surgeon. March 1. Comp. Reg March 5.
 Laidler, Hannah Carter, Gateshead, Durham, Draper. Feb 6. Asst. Reg March 5.
 Lambert, Daniel, Llanellharn, Caernarvon, Engineer. Feb 28. Comp. Reg March 2.
 Lawford, John Alf, Fore-st, Limehouse, Mast and Block Maker. March 8. Comp. Reg March 6.
 Laszoly, Jas Venables, Salford, Lancaster, Caddler. Feb 7. Asst. Reg March 2.
 Levy, Alex, Finsbury-sq, Merchant. Feb 6. Comp. Reg March 5.
 Lister, John, Harewood, York, Farmer. Feb 12. Asst. Reg March 3.
 Lowe, Wm, Ernest-st, Regent's-park, Cab Proprietor. March 2. Comp. Reg March 6.
 Mathew, Geo Felton, Skinner-st, Tailor. Feb 22. Comp. Reg March 5.
 Menden, Joseph, Arthur-st West, Hemp Merchant. Jan 31. Comp. Reg March 6.
 Normanston, Thos, Halifax, York, Wool Extractor. Feb 8. Comp. Reg March 6.
 Portlock, John, Globe-yard, South Molton-st, Gun Maker. Feb 23. Comp. Reg March 5.
 Rettig, Emil Chas Fredk, Lewisham, Kent, Banker's Clerk. Feb 19. Comp. Reg March 6.
 Richardson, Hannah, & Ellis Harrison Burling, Manoh, Milliners. Feb 16. Asst. Reg March 5.
 Rogers, Thos David, Lower Marsh, Lambeth, Cheesemonger. March 5. Asst. Reg March 6.
 Skinn, Wm, Beverley, York, Butcher. Feb 14. Asst. Reg March 3.
 Smith, Robt, Leinster-sq, Dayswater, Surgeon. March 5. Comp. Reg March 6.
 Smith, Frank Phillips, Oxford-st, Hosier. Feb 21. Asst. Reg March 5.
 Tacey, John Wm, Louth, Lincoln, Superintendent of Police. Feb 10. Asst. Reg March 5.

Tatley, Lambert, Chorley, Lancaster, Railway Waggon Maker. Feb 3. Comp. Reg March 2.
 Thacker, Joseph, Walsall, Stafford, Builder. Feb 5. Comp. Reg March 5.
 Thompson, Wm, & Graham Robertson, Colchester, Slate Merchants. Feb 3. Asst. Reg March 2.
 Westlake, Wm, Gosport, Southampton, Ironmonger. Feb 3. Asst. Reg March 3.
 Widdison, Wm, Eckington, Derby, Butcher. March 1. Comp. Reg March 5.
 Williams, Saml, Weston-super-Mare, Somerset, Painter. Feb 3.
 Wilson, Thos Barnes, Mancost, nr Hawarden, Flint, Comm Agent. Feb 15. Asst. Reg March 6.
 Winckworth, Hy, Hoxton, Wholesale Milliner. Feb 2. Comp. Reg March 2.

Bankrupts.

FRIDAY, March 2, 1866.

To Surrender in London.

Bakewell, Chas Siddall, Prisoner for Debt, London. Pet Feb 27. March 14 at 12. Le Blanc & Co, New Bridge-st, Blackfriars.
 Barrett, David, Prisoner for Debt, London. Adj Feb 19. March 12 at 2.
 Blackwell, Alfred Chas, York-pl, Barnsbury, Cab Builder. Pet Feb 28. March 14 at 12. Layton, Jun, Church-row, Islington.
 Boyd, Robt Crumpler, Prisoner for Debt, London. Adj Feb 21. March 21 at 1.
 Bray, John, Newton-st, High Holborn, Chandler's-shop Keeper. Pet Feb 22. March 12 at 11. Castell, Bedford-row.
 Brooks, John, Hornsey-rd, Holloway, out of business. Pet Feb 26. March 21 at 11. Olive, Portmouth-st, Lincoln's-inn-fields.
 Camp, Edwd, Middle-st, Shacklewell, Cab Driver. Pet Feb 28. March 21 at 1. Munday, Essex-st, Strand.
 Clarke, Fredk Jeremiah, Rectory-grove, Clapham, Timber Merchant. Pet Feb 28. March 21 at 11. Bickley, King William-st.
 Cole, Jas Wm, Prisoner for Debt, London. Adj Feb 19. March 12 at 2.
 Courtenay, John Kelly, Maiden-lane, Covent-garden, Reporter. Pet Feb 28. March 21 at 2. Levy, Bow-st, Covent-garden.
 Cox, Edwd Jas, Harrow-rd, Paddington, out of business. Pet Feb 27. March 13 at 3. Peverley, Coleman-st.
 D'Andria, John, Arundel-pl, Coventry-st, Licensed Victualler. Pet Feb 24. March 12 at 1. Miller & Stubbs, Philpot-lane.
 Davidson, Donald, Prisoner for Debt, London. Adj Feb 19. March 12 at 2.
 De Cundra, Buenaventura, Mining-lane, Comm Agent. Pet Feb 28. March 14 at 1. Lawrence & Co, Old Jerry-chambers.
 Duncombe, Thos Hy, Blomfield-ter, Paddington, Lieutenant. Pet Feb 27. March 14 at 12. Chorley, Moorgate-st.
 Edwards, Thos, Prisoner for Debt, London. Adj Feb 21. March 21 at 1.
 Evans, Mary Ann, Upper Berkeley-st, Portman-sq, Milliner. Pet Feb 26. March 14 at 11. Edwards, Bush-lane, Cannon-st.
 Fordom, Eden, Caledonian-rd, King's-cross, Butcher. Pet Feb 28. March 14 at 12. Rennolls, Lincoln's-inn-fields.
 Gray, John Robt, Prisoner for Debt, London. Pet Feb 24 (for pan). March 12 at 1. Dobie, Guildhall-chambers.
 Gutteridge, Manell, Wood-st South, King-sq, Watchmaker. Pet Feb 26. March 13 at 12. Munday, Essex-st, Strand.
 Haldon, Jas Maylestone, Prisoner for Debt, London. Adj Feb 19. March 12 at 2.
 Hards, Jas, Prisoner for Debt, London. Adj Feb 21. March 21 at 1.
 Hearn, Moses, Bridge-st, Bermondsey, Leather Dresser. Pet Feb 28. March 20 at 11. Munday, Essex-st, Strand.
 Johnson, John, Prisoner for Debt, London. Adj Feb 19. March 12 at 2.
 Joseph, Edwd, Aldersgate-st, Jeweller. Pet Feb 24. March 14 at 11.
 Sydney & Son, Finsbury-circus.
 Kitchener, Jas, North-bank, Limehouse, Lighterman. Pet Feb 26. March 13 at 2. Wood & Ring, Basinghall-st.
 Lay, John, Prince of Wales-avenue, Haverstock-hill, Licensed Victualler. Pet Feb 27. March 21 at 12. Allen, Chancery-lane.
 Levy, Saml, St James-pl, Aldgate, Cigar Dealer. Pet Feb 26. March 14 at 11. Layton, Jun, Church-row, Islington.
 Lishawa, Nicholas, Bow-rd, Mile-end, Ironmonger's Shopman. Pet Feb 27 (for pan). March 20 at 11. Gostley, Bow-st, Covent-garden.
 Loosenro, John Wellington, Gracechurch-st, Merchant. Pet Feb 16. March 20 at 11. Davidson & Co, Basinghall-st.
 Mitchell, Wm, Well-st, Poplar, Baker. Pet Feb 26. March 14 at 11. Hall, Coleman-st.
 Mussett, Hy, Prisoner for Debt, London. Adj Feb 19. March 12 at 1.
 Plane, Dawson, Stratford, Essex, Draper. Pet Feb 26. March 21 at 11. Lindus, Cheapside.
 Stephen, Richd, Poets'-corner, Westminster, Secretary to a Railway Company. Pet Feb 28. March 14 at 1. Hand, Coleman-st.
 St. Pier, John, Barking, Essex, Jobber. Pet Feb 27. March 21 at 12.
 Duffield & Bruty, Tokenhouse-yard.
 Strudwick, Geo, Arundel-ter, Notting-hill, Coffee-house Keeper. Pet Feb 27. March 14 at 12. Hicks, Moorgate-st.
 Swift, Wm Alfred, Hendon, Middx, General Agent. Pet Feb 24. March 13 at 1. Chorley, Moorgate-st.
 Trim, Thos John, Friday-st, Commercial Traveller. Pet Feb 28. March 21 at 12. Breden, London-st.
 Twigg, Thos, Sheerness, Kent, Government Contractor. Pet Feb 27. March 14 at 12. Nichols & Clark, Cook's-court, Lincoln's-inn.
 Ullman, Joseph, Prisoner for Debt, London. Adj Feb 19. March 12 at 1.
 Weedman, John, Prisoner for Debt, London. Adj Feb 19. March 12 at 1.
 Wheeler, Cissy Maria, Kensington-park-gardens, Dayswater, Widow. Pet Feb 23. March 13 at 12. Gammon, Cloak-lane.
 To Surrender in the Country.
 Abbas, Wm, Bedford, Beechtop Keeper. Pet Feb 27. Bedford, March 15 at 12. Jessopp, Bedford.
 Appleyard, Richd, Cleethorpes, Lincoln, Fisherman. Pet Feb 24. Gt Grimsby, March 9 at 11. Winttingham, Grimsby.
 Ashton, Fredk John, Lpool, Cotton Broker. Adj Feb 14. Lpool, March 16 at 11.

- Baldy, John Alfred, Portsea, Southampton, Brass Founder. Pet Feb 24. Portsmouth, March 15 at 11. Ford, Portsea.
- Barnes, Edw Wm, York, Innkeeper. Pet Feb 27. Leeds, March 15 at 11. Guy, York.
- Booth, Wm, Hanley, Stafford, Shoemaker. Pet Feb 26. Hanley, March 17 at 12. Tennant, Hanley.
- Bullock, Jas, Moseley, Worcester, Stafford, Plumber. Pet March 1. Birm, March 19 at 12. Southall & Nelson, Birm.
- Cass, Robt, Stockton-on-Tees, Durham, Mercer. Pet Feb 26. Newcastle-upon-Tyne, March 14 at 12. Crosby, Stockton-on-Tees.
- Chapman, Saml, Prisoner for Debt, Manch. Adj Feb 13. Ashton-under-Lyme, March 15 at 12.
- Clark, Wm, Barrow-in-Furness, Lancaster, Timber Merchant. Pet Feb 26. Manch, March 15 at 11. Sale & Co, Manch.
- Clewlow, John, Wolstanton, Stafford, Farmer. Pet Feb 27. Newcastle-under-Lyme, March 17 at 11. Tennant, Hanley.
- Collins, Jas, Worcester, Rag Merchant. Pet Feb 27. Birm, March 16 at 12. James & Griffin, Birm.
- Craven, John, Bradford, York, Paper Bag Maker. Pet Feb 23. Bradford, March 13 at 10. Hill, Bradford.
- Devison, Rev John Robert, Moseley, Worcester, Clerk in Holy Orders. Pet March 1. Birm, March 19 at 12. Southall & Nelson, Birm.
- Dennison, Yeoman, Lythe, York, Farmer. Pet Feb 24. Whitby, March 14 at 11. Hunter, Whitby.
- Dunn, Joseph Hall, Stockton, Durham, Beerhouse Keeper. Pet Feb 23. Stockton-on-Tees, March 14 at 11. Clemmatt, Stockton.
- England, Jas, Lpool, Clerk. Pet Feb 27. Lpool, March 14 at 11. Evans & Co, Lpool.
- Evans, David, Llandudno, Carnarvon, Innkeeper. Pet Feb 28. Liverpool, March 16 at 12. Best, Liverpool.
- Frank, William Johnson, Stockton-on-Tees, Durham, Beerhouse Keeper. Pet Feb 23. Stockton-on-Tees, March 14 at 11. Dobson, Middlesbrough.
- Gorell, Robt, Manch, Grocer. Pet Feb 26. Manch, March 14 at 11. Ritson, Manch.
- Hamlett, Saml, Asbury, Chester, Grocer. Pet Feb 27. Lpool, March 16 at 11. Salt, Tunstall.
- Hunt, Wm, Stoney Stanton, Leicester, Carrier. Pet Feb 27. Hinckley, March 12 at 12. Bramah, Market Bosworth.
- Ingham, Dan, Leeds, Innkeeper. Pet Feb 23. Leeds, March 15 at 11. Granger, Leeds.
- Jacka, John, Madeley, Salop, Charter-master. Pet Feb 26. Madeley, April 11 at 12. Walker, Wellington.
- Jones, Margaret, Wolverhampton, Stafford, Retail Brewer. Pet Feb 15. Wolverhampton, March 19 at 12. Bartlett, Wolverhampton.
- Judd, Albert Mew, Southsea, Hants, out of business. Pet Feb 26. Portsmouth, March 17 at 11. Cousins, Portsea.
- Kellock, Hugh, Lpool, Draper. Pet Feb 20. Lpool, March 16 at 11. Forsham & Co, Lpool.
- King, Fredk, Newport, Isle of Wight, Licensed Victualler. Pet Feb 24. Newport, March 4 at 11. Hooper, Newport.
- Low, Edw, & Fredk Lowe, Southstoke, Somerset, Flock Waste Manufacturers. Pet Feb 27. Bath, March 14 at 11. Bartrum, Bath.
- Luddington, John, Ely, Cambridge, Farmer. Pet Feb 24. Ely, March 15 at 11. Cross, Ely.
- Lunt, Jas, Lpool, Licensed Victualler. Pet Feb 24. Lpool, March 16 at 3. Henry, Lpool.
- Matthews, Jas Hackett, Bath, Farrier. Pet Feb 23. Bath, March 14 at 11. Bartrum, Bath.
- McGough, John, Hindley, Lancaster, Factory Overseer. Pet Feb 22. Wigan, March 20 at 9. Maybew & Son, Wigan.
- Messenger, Wm, Stroud, Gloucester, Butcher. Pet Feb 28. Stroud, March 29 at 10. Clutterbuck, Stroud.
- Moore, Chas, Wyburnury, Chester, Shoemaker. Pet Feb 28. Nantwich, March 19 at 11. Tennant, Hanley.
- Moore, John, Betley, Stafford, Shoemaker. Pet Feb 27. Newcastle-under-Lyme, March 17 at 11. Tennant.
- Moore, Thos, Everton, Lpool, Grocer. Pet Feb 24. Lpool, March 16 at 3.30. Nordon, Lpool.
- Morton, Geo, Sheffield, Pen Blade Grinder. Pet Feb 28. Sheffield, March 15 at 11. Binney & Son, Sheffield.
- Nicholson, John, Norkington, Nottingham, Comm Agent. Pet Feb 27. Birm, March 13 at 11. Cowley & Everall, Nottingham.
- Parker, Ann, Leeds, York, Dealer in Ladies' Under-Clothing. Pet Feb 24. Leeds, March 14 at 12. Harle, Leeds.
- Parker, Jas, Market Drayton, Salop, Saddler. Pet Feb 24. Market Drayton, March 15 at 11. Pearson, Market Drayton.
- Parker, Sarah, Leeds, York, Dealer in Ladies' Under-Clothing. Adj Jan 30. Leeds, March 15 at 12. Harle, Leeds.
- Perrett, Thos Francis, Cheltenham, Gloucester, Brewer's Traveller. Pet Feb 26. Cheltenham, March 13 at 11. Marshall, Cheltenham.
- Pickering, John, North Frodingham, York, Tailor. Pet Feb 28. Gt Driffield, March 14 at 11. Hodgson, Gt Driffield.
- Penn, Timothy, Northampton, Clerk. Pet Feb 26. Northampton, March 17 at 10. Shoemith, Northampton.
- Pratt, Chas, jun, Lincoln, Commercial Traveller. Pet Feb 26. Lincoln, March 12 at 11. Rex, Lincoln.
- Rawson, Thos, Prisoner for Debt, Chester. Pet Feb 22. Manch, March 15 at 11. Boote & Rylance, Manch.
- Roan, Wm, Colleshill, Warwick, out of business. Pet Feb 27 (for pau). Birm, March 14 at 12. James & Griffin, Birm.
- Roberts, Martha, Manch, Provision Dealer. Pet Feb 28. Manch, March 14 at 9.30. Leigh, Manch.
- Roberts, Thos, Glandad, Carnarvon, Grocer. Pet Feb 15. Bangor, March 19 at 10. Edwards, Bangor.
- Rose, Chas Stebbing, Warwick, Printer. Pet Feb 27. Birm, March 16 at 12. James & Griffin, Birm.
- Slater, Cyrus, Geo Rogers, & Geo Shatwell, Macclesfield, Chester, Cotton Spinners. Pet Feb 7. Manch, March 27 at 12. Boote & Rylance, Manch.
- Smith, Frederic, Manch, Comm Agent. Pet Feb 26. Salford, March 17 at 9.30. Slack, Manch.
- Smith, Ralph, Stoke-upon-Trent, Stafford, Labourer. Pet Feb 28. Stoke-upon-Trent, March 17 at 10. E. & A. Tennant, Hanley.
- Smith, Wm Augustus, Stamford, Lincoln, out of business. Pet March 1. Birm, March 16 at 12. Douglass, Market Harborough.
- Stevenson, Thos, Sedgley, Stafford, Retail Brewer. Pet Feb 23. Dudley March 13 at 11. Stokes, Dudley.
- Strong, Hy, Sheffield, Tobaccoist. Pet Feb 28. Leeds, March 17 at 12. Micklethwaite, Sheffield.
- Tanner, Jas, Cheltenham, Gloucester, Licensed Dealer in Ale. Pet Feb 26. Cheltenham, March 13 at 11. Boodle, Cheltenham.
- Thompson, Thos, Woodside, Durham, out of business. Pet Feb 27. Newcastle-upon-Tyne, March 14 at 12. Brignal, Durham.
- Titertott, Thos, Birm, Box Rols Manufacturer. Pet Feb 27. Birm, March 19 at 12. Harrison & Wood, Birm.
- Tracey, John, Milton-next-Gravesend, Kent, Licensed Victualler. Pet Feb 26. Gravesend, March 15 at 1. Oufred, Gravesend.
- Walton, Wm Hind, Macclesfield, Chester, Smallware Manufacturer. Pet Feb 26. Manch, March 15 at 12. Higginbotham & Barclay, Macclesfield.
- Warren, John Francis, Fenny Stratford, Buckingham, Innkeeper. Pet Feb 28. Buckingham, March 13 at 1. Clark, Aylesbury.
- Wood, Stephen Richardson, Nottingham, Provision Dealer. Pet Feb 19. Birm, March 13 at 11. James & Griffin, Birm.
- Wood, Wm, Walsall, Stafford, Auctioneer. Pet Feb 24. Walsall, March 21 at 12. Wilkinson, jun, Walsall.

TUESDAY, March 6, 1866.

To Surrender in London.

- Beard, Wm, Richmond, Surrey, Builder. Pet March 3. March 19 at 1. Hogan, Cannon-st.
- Came, John, Vauxhall-walk, Lambeth, Timber Merchant. Pet March 3. March 20 at 1. Munday, Strand.
- Castle, Alf, Sunbury, Middx, out of business. Pet March 1. March 19 at 12. Goldrick, Strand.
- Chadwell, Hy, Iwer, Buckingham, Carpenter. Pet Feb 23. March 19 at 12. Gardiner, St Swithin's-lane.
- Goffie, Chas Ferdinand Ladwig, Gower-st, Professor of Music. Pet March 3. March 28 at 12. Lewis & Lewis, Ely-pl.
- Gulliver, Wm, Little Brickhill, Bucks, Baker. Pet March 2. March 19 at 12. Harrison & Lewis, Old Jewry.
- Horsley, Robt, Fakenham, Norfolk, Gun Maker. Pet March 2. March 20 at 1. Storey, Bedford-row.
- Jarvis, Danl Kent, Wharf-rd, Paddington, Oilman. Pet Feb 28. March 21 at 1. Buchanan, Basinghall-st.
- Jullien, Felix, Cornhill, Wine Merchant. Pet Feb 31. March 20 at 2. Abrahams, Gresham-st.
- Kerr, Jessica, Prisoner for Debt, London. Pet Feb 26 (for pau). March 28 at 11. Lund, Castle-st, Holborn.
- Lishawa, Peter, East Mount-st, Whitechapel-rd, Coach Builder. Pet March 2. March 20 at 2. Stegman, Coleman-st.
- Lobb, Thos Herbert, Trinity-sq, Southwark, Merchant's Clerk. Pet Feb 27. March 20 at 11. Peverley, Coleman-st.
- Mortimer, Edw, Wardour-st, Oxford-st, Beer Retailer. Pet Feb 28. March 21 at 2. Greaves, Southwark-st, London-bridge.
- Parr, Geo Augustus, Barnes, Surrey, Bookseller. Pet Feb 28 (for pau). March 20 at 2. Dobie, Guildhall-chambers.
- Phillips, Thos, Welling, Kent, Licensed Victualler. Pet March 1. March 20 at 12. Buchanan, Basinghall-st.
- Piper, Caroline Catherine, Alpha-rd, St John's-wood, Schoolmistress. Pet March 1. March 19 at 12. Childley, Old Jewry.
- Sanders, Geo Nicholas, Grafton-pl, Filzroy-sq, Contractor. Pet March 2 (for pau). March 19 at 1. Gostley, Covent-garden.
- Slark, Robt, Egham, Surrey, out of business. Pet March 1. March 20 at 12. Hilleary & Co, Fenchurch-buildings.
- Southwell, John, Hitchin, Herts, Leather Seller. Pet March 1. March 19 at 1. Webster, Tokenhouse-yard.
- Spencer, John Fowler, Tottenham, Coffeehouse Keeper. Pet Feb 27. March 21 at 12. Peverley, Coleman-st.
- Steer, John, Epsom, Surrey, Cooper. Pet March 2. March 28 at 11. Harrowell, Epsom.
- Thomas, Fredk, Woodbine-grove, Penge, Hatter. Pet Feb 26. March 21 at 1. Old, 7, Nilly-st, Southwark.
- Ward, Thos Wm, Lee, Kent, Baker. Pet March 1. March 20 at 12. Pope, Old Broad-st.

To Surrender in the Country.

- Allen, Thos, Manch, Italian Warehouseman. Pet Feb 26. Manch, March 19 at 11. Leigh, Manch.
- Appleton, Wm, Warrington, Lancaster, File Cutter. Pet March 1. Warrington, March 22 at 12. Moore, Warrington.
- Ashcroft, Saml, Southport, Lancaster, out of business. Pet March 2. Manch, March 16 at 11. Reddish, Manch.
- Augood, Hy, Norwich, Confectioner. Pet March 2. Norwich, March 24 at 11. Tillet, Norwich.
- Baines, John, Springthorpe, Lincoln, Blacksmith. Pet Feb 24. Gainsborough, March 16 at 10. Bladen, Gainsborough.
- Bell, John, Grimsby, Lincoln, Cooper. Pet March 3. Leeds, March 21 at 12. Spurr, Hull.
- Bourne, Thos, Knighton-on-Teme, Worcester, Brick Maker. Pet March 1. Tenbury, March 17 at 10. Corbett, Kidderminster.
- Buscall, John, Bristol, Chair Manufacturer. Pet Feb 28. Bristol, March 23 at 12.
- Campbell, Mary, & Julia Campbell, Bath, Boarding-school Keepers. Pet March 1. Bath, March 20 at 11. Bartrum, Bath.
- Clark, Geo Wm Jas, Bury St Edmunds, Suffolk, Tailor. Pet March 2. Bury St Edmunds, March 20 at 11. Greene, Bury St Edmunds.
- Curme, Jane, Cerne Abbas, Dorset, Lime Burner. Pet Feb 28. Dorchester, March 17 at 10. Weston, Dorchester.
- Davis, Thos, Tipton, Stafford, Charter Master. Pet March 2. Birm, March 19 at 12. James & Griffin, Birm.
- Dawe, Isaac, Broadfield, Devon, Machinist. Pet March 2. Exeter, March 17 at 11. Toby, Exeter.
- Francis, John Nathan, Framlingham, Suffolk, Iron and Brass Founder. Pet March 2. Framlingham, March 19 at 2. Moseley, Framlingham.
- German, Wm, Burton-upon-Trent, Stafford, Labourer. Pet March 1. Burton-upon-Trent, March 21 at 11. Cheate, Ashby-de-la-Zouch.
- Grainger, John, Calverley, nr Bradford, York, Woollen Cloth Manufacturer. Pet March 2. Bradford, March 16 at 10. Terry & Watson, Bradford.
- Graham, Wm, Barnard Castle, Durham, Publican. Pet March 1. Barnard Castle, March 20 at 12. Nixon, Barnard Castle.

Greenway, Wm, Harborne, Stafford, Journeyman Saddler. Pet Feb 27. Birm, March 29 at 10. Powell & Son, Birm.

Hamilton, Jas, & Wm Fisher, Lpool, Stone Masons. Pet March 1. Lpool, March 16 at 11. Parker, Lpool.

Hill, John, Newcastle-upon-Tyne, Contractor. Pet Feb 28. Newcastle-upon-Tyne, March 20 at 12. Keenlyside & Forster, Newcastle-upon-Tyne.

Lemon, Wm, Woodbastwick, Norfolk, Farmer. Pet March 2. Norwich, March 24 at 11. Atkinson, Norwich.

Lyons, Hy, Birm, out of business. Pet Feb 27. Birm, March 29 at 10. Duke, Birm.

Miles, Geo, Yeovil, Somerset, Journeyman Shoemaker. Pet March 2. Yeovil, March 21 at 12. Watts, Yeovil.

Moore, Edw, Sheffield, Bookkeeper. Pet March 3. Leeds, March 17 at 12. Preeson.

Parrott, Thos Lawrence, Bristol, Dealer in Teas. Pet Feb 28. Bristol, March 16 at 11. Price, Bristol.

Seville, Peter, Ashton-under-Lyne, Lancaster, Cotton Spinner. Pet Feb 26. Manch, March 16 at 12. Cooper & Sons, Manch.

Slaney, Joseph, Gt Casterton, Rutland, Wheelwright. Pet March 2. Stamford, March 19 at 11. Law, Stamford.

Sudlow, Robt, Prisoner for Debt, York. Adj Feb 16. Stockton-on-Tees, March 14 at 12. Simpson, Middlesbrough.

Tapp, Robt, Langford Budfield, Somerset, Farmer. Pet March 3. Bristol, March 17 at 11. Alman, Bristol.

Tennant, Richd, Stoke-upon-Trent, Stafford, China Manufacturer. Pet March 8. Birm, March 19 at 12. Kinnear, Birm.

Trainer, Peter, Carlisle, Cumberland, Sewerage Contractor. Pet March 3. Newcastle-upon-Tyne, March 20 at 12. Hodges & Harle, Newcastle-upon-Tyne.

Tyler, John Richd, Westbromwich, Stafford, Confectioner. Pet Feb 28. Oldbury, March 19 at 11. Shakespeare, Oldbury.

Udly, John, Kingston-upon-Hull, Working Jeweller. Pet March 2. Kingston-upon-Hull, March 19 at 12.

Walters, John, Sedgley, Stafford, Butty Miner. Pet March 2. Birm, March 16 at 12. Whitehouse, Wolverhampton.

Weaver, Hy, Gloucester, Builder. Pet March 3. Gloucester, March 20 at 12. Taynton, Gloucester.

Wenlands, John, Wolsingham, Durham, Innkeeper. Pet March 2. Wolsingham, March 22 at 10. Dolphin, Wolsingham.

Williams, David Hy, New Tredegar, Monmouth, Draper. Pet Feb 28. Bristol, March 16 at 11. Murly, Bristol.

Williams, John, Oxford, Grocer. Pet Feb 28. Bicester, March 20 at 12. Bertridge, Bicester.

Wilson, Wm, Ashton-upon-Mersey, Chester, Builder. Pet March 2. Manch, March 16 at 11. Horner, Manch.

BANKRUPTCIES ANNULLED.

FRIDAY, March 2, 1866.

Salerton, Wm, Ely, Cambridge, Farmer. Feb 26.

TUESDAY, March 6, 1866.

Ibbison, Wm, & John Ibbison, Yeadon, York, Cloth Manufacturers. March 2.

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